

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO. 15-2997 CA 21

VILLAGE OF KEY BISCAYNE, a Florida
municipal corporation,

Plaintiff,

vs.

CITY OF MIAMI, a Florida municipal
corporation,

Defendant.

PLAINTIFF'S MOTION FOR LEAVE TO AMEND COMPLAINT

Plaintiff, Village of Key Biscayne, Florida (the "Village" or "Plaintiff"), by and through undersigned counsel, hereby seeks leave pursuant to Rule 1.190, Florida Rules of Civil Procedure, to file an Amended Complaint ("Amended Complaint") and, in support thereof, states as follows:

1. Plaintiff hereby seeks leave to file and serve the Amended Complaint attached hereto as **Exhibit 1**.

2. Florida Rule of Civil Procedure 1.190(a) in pertinent part provides that when "a party files a motion to amend a pleading . . . [l]eave of court shall be given freely when justice so requires." Rule 1.190 is consistently interpreted to "allow free and liberal amendments to pleadings unless it appears that the privilege to amend will be abused." *Gerber Trade Finance, Inc. v. Bayou Dock Seafood Co., Inc.*, 917 So. 2d 964, 968 (Fla. 3d DCA 2005). Thus, leave to amend should be granted unless "the privilege is abused, the opposing party will be prejudiced, or

amendment would be futile.” *Id.* Moreover, where there is doubt, “the court should resolve any doubts in favor of amendment.” *El Toro Exterminator of Fla., Inc. v. Cernada*, 953 So. 2d 616, 618 (Fla. 3d DCA 2007).

3. Here, allowing the Plaintiff to file the Amended Complaint would not prejudice Defendant, City of Miami, in this action. This case has not been set for trial, no depositions have been taken.

WHEREFORE, Plaintiff respectfully requests that the Court grant Plaintiff leave to file the attached proposed Amended Complaint, and for such other relief as this Court deems proper.

Dated: October 14, 2015

Respectfully submitted,

SHUBIN & BASS, P.A.
Counsel for Plaintiff
46 S.W. First Street, Third Floor
Miami, Florida 33130
Telephone: (305) 381-6060
Facsimile: (305) 381-9457
jshubin@shubinbass.com
idemello@shubinbass.com
eservice@shubinbass.com

By: /s/ John K. Shubin
John K. Shubin
Florida Bar No. 771899
Ian E. DeMello
Fla. Bar No. 105097

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via electronic mail on this 14th day of October, 2015 on the following parties:

Victoria Mendez, Esq.
CITY ATTORNEY, CITY OF MIAMI
Counsel for Defendant
444 S.W. 2nd Ave.
Miami, FL 33130-1910
Tel: (305) 416-1832
VMendez@miamigov.com
jgreco@miamigov.com

Counsel for Defendant City of Miami

/s/ John K. Shubin
Attorney

Exhibit 1

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO. 15-2997 CA 21

VILLAGE OF KEY BISCAYNE, a Florida
municipal corporation,

Plaintiff,

vs.

CITY OF MIAMI, a Florida municipal
corporation; and PETER IGLESIAS, in his
official capacity as Building Director of the
CITY OF MIAMI,

Defendants.

**AMENDED COMPLAINT FOR DECLARATORY AND SUPPLEMENTAL
INJUNCTIVE RELIEF AND WRIT OF PROHIBITION**

Plaintiff, Village of Key Biscayne, Florida (the “Village”), by and through undersigned counsel, amends its originally filed Complaint and brings this action against Defendants, City of Miami, Florida (the “City”) and Peter Iglesias (the “Building Director”), in his official capacity as Building Director of the City of Miami, and states as follows:

INTRODUCTION

1. This action concerns the City of Miami’s use of waterfront public property, ostensibly identified as a public park, and its plans to develop a commercial exhibition venue on this property. The property is located directly adjacent to the Rickenbacker Causeway on Virginia Key and is encumbered by various deeds restricting permissible uses to “public purpose” and “marine stadium and allied purposes only” on the upland portion of the property, known as the

Commodore Ralph Middleton Munroe Marine Stadium (the “Upland Property”), and restricting permissible uses to “municipal purposes, only” on the submerged lands, known as the Marine Stadium Basin (the “Basin” or “Submerged Lands”) (collectively, the “Property”). The Village maintains that the City’s proposed use of the Property contravenes both the spirit and the letter of these deed restrictions.

2. In their zeal to move forward with their business plan for the commercial development of the Property, the City has ignored both the plain language of its own zoning code, commonly known as Miami 21, and of applicable Miami-Dade County ordinances, and has issued development and building permits to themselves which are *ultra vires*, requiring that this Court intervene and prohibit these acts until there has been full compliance with such legal requirements. The Village is seeking expedited relief as to the cessation of these *ultra vires* acts.

3. Moreover, the imminent transformation of the Property from a park and recreation use to a commercial event and exhibition venue violates the City’s Comprehensive Neighborhood Plan (the “Comprehensive Plan”), which designates the Property in the 2020 Future Land Use Map (“FLUM”) as “Parks and Recreation.”

4. Finally, the City’s agreement with the National Marine Manufacturer’s Association (the “NMMA”) to spend over \$20,000,000 in public funds to hold and operate the Miami International Boat Show (the “Boat Show”) on the Property, that would erect 800,000 square feet of tents on the Upland Property and over 1,876,875 square feet of dock space in the Basin for up to 106 days, completely covering the Upland Property and excluding any possible public use, is an unconstitutional pledge of public credit for a private purpose. Furthermore, the Boat Show will result in significant disruptions to the Rickenbacker Causeway and the Basin that, coupled with the manner and operation of the Property for the Boat Show which result primarily from the City’s

unreasonable, unwarranted and unlawful actions, will create a public nuisance and cause great harm to the Village, and also to Miami-Dade residents, taxpayers, and property owners' rights to navigation and use of common rights of way.

5. As a result, the Village seeks a declaration that the action taken by the Miami City Commission (the "City Commission") on January 8, 2015 and subsequent actions providing for the creation of a commercial event and exhibition venue on the Property: (1) violate the Comprehensive Plan and contradict the Virginia Key Master Plan; (2) violate the Miami 21 Zoning Code; (3) violate County ordinances by failing to seek Shoreline Development Review; (4) violate the City Charter by failing to seek referendum on the Boat Show's use of public waterfront property; (5) violate the various deed restrictions attached to the Property, including the 1963 Deed (hereinafter defined); and, (6) constitute an unconstitutional pledge of public credit and public property to support plans to redevelop the Property as a private commercial event and exhibition venue to support the Boat Show. The Village further seeks supplemental injunctive relief requiring the City to cease its plans to transform the Property into an ongoing commercial venue and enjoin a public nuisance. The Village also seeks a writ of prohibition to prevent the City's Building Director from issuing development and building permits for this public, waterfront Property that were not reviewed by the Miami-Dade County Biscayne Bay Shoreline Development Review Committee and that violate the City's Zoning Code and Comprehensive Plan.

PARTIES, JURISDICTION AND VENUE

6. Plaintiff, the Village, is a municipal corporation organized under Florida law and located in Miami-Dade County. The Village, originally a part of unincorporated Miami-Dade County, was incorporated as a new municipality in 1991. It is an island community, occupying the central portion of Key Biscayne, a barrier island that the Village shares with county and state

parks. Access from the mainland to Key Biscayne is limited only to a single roadway, the Rickenbacker Causeway. Along the Rickenbacker Causeway, between the mainland and Key Biscayne, lies Virginia Key, an approximately 800-acre barrier island that consists primarily of government-owned land designated for parks and recreation use, and the Maritime & Science Technology Senior High (“MAST” or “MAST Academy”), which serves the Village of Key Biscayne and Miami-Dade County students.

7. Of particular significance to this action, the Village has substantial investment interests in MAST Academy. Structured as an interlocal agreement with the Miami-Dade County School Board, the Village contributed \$18 million in financing for the expansion of MAST and recreational fields. Under the agreement, the Village has shared and exclusive access to the recreational fields for Village youth sports and recreational programs and priority access to the school for Village students. These investments and contractual use agreements endow it with a unique interest in the lawful development of the Property since MAST abuts the Property.

8. Moreover, the Village has been previously recognized to possess the requisite legal standing to address the incompatible development of property in Virginia Key. *See Vill. of Key Biscayne v. Dade Cnty.*, 627 So. 2d 1180, 1181 (Fla. 3d DCA 1993).

9. As more particularly set forth below, the complete dependence of the Village’s residents and visitors on the Rickenbacker Causeway makes it uniquely affected by unlawful development on Virginia Key, such as the proposed exhibition center, which would tend to create nuisances which disrupt traffic on the Causeway and, independent of the traffic problems, negatively detriment the quality of life of its residents and businesses.

10. Furthermore, in light of the fact that the Rickenbacker Causeway is the only way in and out of the Village, the City’s actions have a direct effect on the City’s ability to perform under

an Automatic Aid and Ancillary Services Agreement with the Village, whereby the Village has engaged the City to implement certain fire, rescue and fire inspection services to be performed by the City to augment the fire protection provided by the Village.

11. Defendant, City of Miami, is a municipal corporation organized under Florida law and is located in Miami-Dade County.

12. Defendant, Peter Iglesias, is the Building Director of the City of Miami and is responsible for issuing building and development permits on behalf of the City of Miami. He is sued solely in his official capacity as the Building Director.

13. This is an action for declaratory and supplemental injunctive relief pursuant to Chapter 86, Florida Statutes, as well as a writ of prohibition and, as such, the Court has subject matter jurisdiction over this action.

14. This Court has specific jurisdiction to issue writs of prohibition under Article V, section 5(b) of the Florida Constitution. The subject matter of this Amended Complaint is within the jurisdiction of this Court because the City of Miami and the Building Director are within the Court's territorial jurisdiction.

15. Venue is proper because the Village and the City are located in Miami-Dade County and the action concerns land lying within Miami-Dade County.

16. Plaintiff has retained the services of undersigned counsel for the purpose of bringing and maintaining this action, and have obligated themselves to pay a reasonable fee for legal services and the costs of bringing this action. To the extent Plaintiffs prevail in this action, they are entitled to an award of reasonable attorneys' fees and costs pursuant to applicable Florida case law, including but not limited to *Canadian Universal Ins. Co. v. Employers Surplus Lines Ins. Co.*, 325 So. 2d 29 (Fla. 3d DCA 1976).

GENERAL ALLEGATIONS

I. The Relevant Deed Restrictions that Govern the Property

17. In 1929, the Trustees of the Internal Improvement Fund of the State of Florida (“TIIF”) conveyed a portion of the Submerged Lands to the City for “municipal purposes, only, forever” through Deed No. 18030 (the “1929 Deed”). A copy of the 1929 Deed is attached as **Exhibit “A”** and incorporated herein.

18. In 1938, the TIIF conveyed additional Submerged Lands to the City of Miami for “municipal purposes, only, forever” through Deed No. 18450 (the “1938 Deed”). A copy of the 1938 Deed is attached as **Exhibit “B”** and incorporated herein.

19. In 1948, the TIIF conveyed the Upland Property to the Miami-Dade County (the “County”) for “public purposes only” through Deed No. 19436 (the “1948 Deed”). A copy of the 1948 Deed is attached as **Exhibit “C”** and incorporated herein.

20. In 1963, the County conveyed the same Upland Property to the City with the express condition that the land:

shall be perpetually used and maintained for the operation of a Marine Stadium and allied purposes only, and in the event the use of said land for such purposes shall be abandoned, then and in such event the title to said land shall revert to the grantor herein.

(Emphasis added). A copy of the 1963 Deed from the County to the City is attached as **Exhibit “D”** and incorporated herein (the “1963 Deed”).

21. In approximately 1963, the Property was developed and operated as an outdoor waterfront amphitheater featuring approximately 6,500 seats (the “Marine Stadium”). Initially, it was the site of boat races. In time, it was equipped with a floating stage and became a venue for a variety of different cultural events, most especially music concerts.

22. In 1992, in the wake of Hurricane Andrew, the City declared the Marine Stadium an unsafe structure and closed the entire facility. Since that time, the Marine Stadium has not been operational and the Property has been in a state of disuse and a canvas for graffiti artists. The latest estimate from the City places the cost of renovation at \$37 million.

II. The Property's Zoning Designation, the Comprehensive Plan and the Applicable Virginia Key Master Plan

23. Under the City's "Miami 21 Zoning Code" ("Miami 21"), the Property is designated as "Civic Space/Parks (C/S)."

24. According to Miami 21 "Article 4. Table 3 Building Function: Uses," the only permitted use allowed by right on land zoned C/S is a Marina. Food establishments, community facilities, recreational facilities, and infrastructure and utilities are allowed by warrant. General commercial, marine related commercial establishments, childcare, and learning centers are allowed by exception, after public hearing and approval by the Planning, Zoning and Appeals Board. All other uses are prohibited. A true and correct copy of Miami 21 "Article 4. Table 3 Building Function: Uses," is attached as **Exhibit "E."**

25. The Comprehensive Plan designates the Property in the FLUM as "Public Parks and Recreation."

26. Pursuant to the Comprehensive Plan, "Interpretation of the 2020 Future Land Use Map," "Public Parks and Recreation" is defined as follows:

Public Parks and Recreation: The primary intent of this land use classification is to conserve open space and green spaces of a park while allowing access and uses which will not interfere with the preservation of any significant environmental features which may exist within the park.

This land use designation allows only open space and park uses with recreational and cultural uses where the total building footprints and impervious parking area surfaces in parks of one (1) acre or more may cover no more than 25 % of the park

land area (See related Policy PR-2.1.3). Both passive and active recreational uses shall be permitted including but not limited to nature trails, interpretive centers, picnic areas, playgrounds, canoe trials and launches, small concession stands, restrooms, gyms, swimming pools, athletic fields, cultural facilities, marine and marine facilities and other facilities supporting passive and active recreational and cultural uses.

27. In 2010, the City adopted the Virginia Key Master Plan (the “Master Plan”). The Master Plan included the following Planning Principles for the Property: (i) maximize public access to the waterfront; (ii) provide flexible open space on eastern side for public recreational use; and, (iii) Restoration and vigorous use of Miami Marine Stadium (no structures shall exceed the height of the historic Miami Marine Stadium).

28. A rendering from the Master Plan of the proposed Miami Marine Park is reproduced below:



III. The License Agreement and the City's Commitment of Public Lands and Funds to Support the Commercialization of the Property for Private Purposes

29. Recently, and despite the effective limitations on commercial use set forth in the Virginia Key Master Plan, the Miami City Commission decided to redevelop much of the Property (leaving untouched the debilitated Marine Stadium itself) as an event and exhibition venue for commercial use by third-parties.

30. In December 2014, the City Commission directed the City Manager to negotiate an agreement with NMMA to annually host the Boat Show on the Property beginning in February 2016.

31. The Village raised concerns over this proposed use, but was assured by the City Commission that they would “be at the table” during the negotiations and all of the Village’s concerns would be addressed.

32. Despite those assurances, the negotiations commenced without the Village’s participation. Upon learning that the negotiations were ongoing, the Village Mayor wrote to the City Mayor requesting the opportunity to participate. A copy of this letter, dated December 22, 2014, is attached hereto as **Exhibit “F”** and incorporated herein. The Village Mayor stated: “Although promised otherwise, the Village has been excluded from the negotiation process.” (Emphasis added).

33. As further stated in her letter, the Village Mayor advised:

As you know, the Village of Key Biscayne is a **significant stakeholder** and we do have **serious concerns about the size and scope of the proposed project, its traffic and environmental impacts**, as well as how the City of Miami intends to deal with the myriad of **development restrictions** that are in place.

Ex. F (emphasis added).

34. The City Mayor did not respond to the Village Mayor's letter. The Village was not included in the City's negotiations.

35. In early January 2015, the City Manager concluded negotiations with NMMA and an agreement was presented to the City Commission for approval on January 8, 2015.

36. At its meeting on January 8, 2015, the City Commission unanimously adopted Resolution No. 14-01271 and voted to enter into a license agreement with the NMMA to use the Property for the private commercial purpose of holding the Boat Show commencing in early 2016 (the "License Agreement"). A true and correct copy of the final, executed License Agreement is attached as **Exhibit "G"** and incorporated herein.

37. Under the terms of the License Agreement, the City is obligated to make \$16,000,000 of permanent Boat Show infrastructure improvements, including drainage, to accommodate large tents and pave a substantial portion of the Property, thus transforming it into a commercial event and exhibition venue to support the Boat Show and future commercial events. License Agreement, ¶ 21. Upon information and belief, the public investment is now \$23,000,000.

38. Pursuant to Exhibit "D" of the License Agreement, the "list of improvements" that the City must provide includes line items for "Florida Power & Light," "Water and Sewer Utilities," "AT&T Utilities," "Solid Surface," and "Broadband Internet Service."

39. Based upon a preliminary "Opinion of Probable Construction Costs" for the Asphalts Costs dated May 12, 2015 and attached to the License Agreement, the cost of the "pavement" will be \$4,628,788, representing a significant category of the expenditures.

40. In conjunction with Resolution No. 14-01271 approving the License Agreement, the City Commission also voted to adopt Resolution No. 14-01270, which approves the use of

public funds for financing of “approximately \$16,000,000 for capital improvements in the land surrounding the Marine Stadium to prepare for the hosting of the Miami International Boat Show.”

41. Subsequent to the City’s approval of the License Agreement, and due to electrical upgrades needed to provide power for the Boat Show, the City’s financial contribution to support the Boat Show improvements on the Property has increased to over \$20,000,000.

IV. The Proposed Use of the Property for Private Benefit and Operation of the Boat Show

42. The License Agreement, which has “no stated or expressed term,” allows NMMA to utilize the Property to host the Boat Show for a five day period encompassing President’s Day Weekend, from February 11, 2016 to February 15, 2016. Ex. G, License Agreement, ¶ 6. The License Agreement provides, as “Permitted Uses,” the following:

The Property shall be used and occupied by the License solely for the purposes of presenting the Boat Show, selling, using or displaying any goods and/or products related to the Boat Show (such as boats, engines, marine accessories and products that have a marine application), including those goods, services, products and supplies used in, or which service, the marine industry and recreational boating on, to, or from the Property, and to grant to third parties the right to sell, use or display any goods or products on, to or from the property (collectively the “Permitted Uses”).

Ex. G, License Agreement, ¶ 3.

43. While styled as a “revocable license” the City and the NMMA have agreed to use their best efforts “to conduct subsequent shows for future five day period encompassing President’s Day weekends through and inclusive of President’s Day.” Ex. G, License Agreement, ¶ 6. In addition, the City and NMMA agreed that if the License is still in effect within five years of the presentation of the first Boat Show, the City and NMMA will “discuss viability of continuing the Boat Show on the Property.” Ex. G, License Agreement, ¶ 6.

44. The NMMA has publicly stated that it intends to make the Property the permanent home for the Boat Show.

45. Upon information and belief, the City and NMMA intend to make the Property the permanent home for the Boat Show and in fact the agreement between the NMMA and the City is a lease of public waterfront property for greater than five years.

46. In consideration for the Boat Show License Agreement, the City will be paid \$1,100,000, plus 50% of all income from concessions generated at the Boat Show for NMMA's five day use. Ex. G, License Agreement, ¶ 7.

47. On or around July 6, 2015, the City and NMMA entered into (1) a Memoranda of Understanding (the "Memorandum") and (2) City of Miami Amendment No. 2 to Revocable License with National Marine Manufacturer's Association Inc. (the "Amendment"), that altered the responsibilities of the parties under the License Agreement and expanded the Boat Show's occupation of the Property. A copy of the Memorandum is attached as **Exhibit "H"** and incorporated herein. A copy of the Amendment is attached as **Exhibit "I"** and incorporated herein.

48. Specifically, the Memorandum provided the NMMA with exclusive access to the Property for a total of 106 consecutive days, including seventy-three days before commencement of the show and twenty-eight days after the show.

49. The Amendment commits additional funds for utilities on the Property and recites that "due to the large financial contribution by Licensee to upgrade the electrical utilities at the Property, should there be a non-City sponsored event where a commercial contractor is utilizing the electrical grid paid for by Licensee, the City would negotiate an appropriate fee to be paid to Licensee for use of the electrical utilities." Ex. I, Amendment.

50. Under the License Agreement, Boat Show Staff will have 24-hour access to the Property during the license period; however, Marina customers will be excluded from the Property from 9:00 a.m. until 8:15 p.m. during the Boat Show. Ex. G, License Agreement, ¶ 4. This allows the Boat Show to have **exclusive access** to the Property because, once the Boat Show tents are erected, no other use or access will be either possible or permitted.

51. The following image depicts the planned Boat Show, tents, and marina that the License Agreement permits the NMMA to construct and occupy on the Property for up to 106 days, completely covering and excluding any other possible park use.



52. In addition to the License Agreement, the City has also entered into Access Agreements with the NMMA concerning surrounding City-owned properties, including the Marine Stadium Marina, Arthur Lamb Road and historic Virginia Key Beach, to occupy those properties and their parking facilities for periods of up to forty days. Copies of the Arthur Lamb Road and Historic Virginia Key Beach Access Agreements are attached as **Composite Exhibit “J”** and incorporated herein.

53. The Boat Show expects to draw over 100,000 people over a holiday weekend when the City also has a number of other events in the immediate area, including the Coconut Grove Arts Festival.

54. Sufficient onsite parking for Boat Show visitors is not included in the plans for the Boat Show. This shortage in parking will cause severe traffic congestion and blockage on the Rickenbacker causeway. In addition, the City plans to alter the normal flow of traffic on the Rickenbacker Causeway. This blockage of the Rickenbacker Causeway and altered traffic circulation will (i) prevent Village residents from travelling to and from their properties and crucial services that are only located on the mainland; (ii) block City and County residents from reaching county and state parks and beaches located on both Virginia Key and Key Biscayne; and (iii) severely affect response times for essential emergency vehicles attempting to reach Key Biscayne and the mainland.

55. Furthermore, the City's actions and the commercial development will significantly affect the Village's \$18 million investment in MAST Academy because blockage of the Rickenbacker Causeway will have immediate impact on the Village's ability to access MAST facilities.

V. The Application to Occupy the Basin for the Benefit of the Boat Show

56. In April of 2015, the NMMA submitted a Joint Application to the Florida Department of Environmental Protection and the U.S. Army Corps for an Environmental Resource Permit to allow temporary floating docks for 830 vessels and a 63-vessel mooring field in Miami Marine Stadium Basin (DEP File No. 13-0306513-006).

57. The total project site is 35.5 acres and proposes 268,400 square feet of floating docks and access walkways and 1,043 pilings (546 dock piles and 497 mooring piles). This proposed project covers a total area of 1,876,875 square feet in front of the Marine Stadium.

58. The Boat Show proposes to conduct a number of sea trials for the purpose of promoting the sale of private water vessels from the Basin throughout the protected and environmentally sensitive Biscayne Bay Aquatic Preserve, which will significantly increase boat traffic through existing channels.

59. The Boat Show proposes up to twenty water taxis to serve seven different locations that will run every twenty minutes for twelve hours a day during a five-day period, causing increased boat traffic at local marinas and restricting public access in portions of the Basin.

60. The proposed occupation of the Basin by the Boat Show and resulting traffic from the sea trials and water-taxi routes will severely impact and exclude public use and navigation of the Basin and other surrounding public waterways.

VI. The City's Plans for Additional Commercial Events on the Property

61. In or around May 2015, the City approved Resolution 15-00471, granting a ten year concession agreement with a private company, "Eventstar," for the exclusive provision of tent structures for all future events held on the Property.

62. Upon information and belief, the City intends to maximize the use of the infrastructure placed on the Property and to hold events similar or greater in magnitude to the Boat Show that are not an "allied purpose" to the operation of the Marine Stadium.

VII. Boat Show Construction, Permits and Failure to Seek Shoreline Development Review

63. In February of 2015, the City held a groundbreaking ceremony on the Property to further its plan to hold the Boat Show and create a commercial event space on the Property.

64. The City has issued to itself, through Defendant Peter Iglesias, multiple permits for development of the Property, including, tree removal permits (BD15-007802-001-L001); electrical buildings and electrical (BD15-007096-001-B001; BD15-013743-001-E001); and paving and draining (BD15-005577-001-P001).

65. Additional permit applications related to the Property are pending before the City.

66. Upon information and belief, the City has not applied for a warrant or exception for these permits or development activities, as required by Miami 21.

67. Upon information and belief, the City has not sought review or approval from the Miami-Dade County Shoreline Development Review Committee, as required under Section 33D-31-34 of the County Code.

**COUNT I
DECLARATORY RELIEF
(Violation of Comprehensive Plan and Virginia Key Master Plan)**

68. The Village hereby incorporates and re-alleges the allegations set forth in paragraphs 1 through 67.

69. The Village has a bona fide, actual, present and practical need for a declaration concerning the legality of the actions of the City described above.

70. The Comprehensive Plan designates the Property in the FLUM as “Public Parks and Recreation.”

71. Pursuant to the Comprehensive Plan, “Interpretation of the 2020 Future Land Use Map,” “Public Parks and Recreation” is defined as follows:

Public Parks and Recreation: The primary intent of this land use classification is to conserve open space and green spaces of a park while allowing access and uses which will not interfere with the preservation of any significant environmental features which may exist within the park.

This land use designation allows only open space and park uses with recreational and cultural uses where the total building footprints and impervious parking area surfaces in parks of one (1) acre or more may cover no more than 25 % of the park land area (See related Policy PR-2.1.3). Both passive and active recreational uses shall be permitted including but not limited to nature trails, interpretive centers, picnic areas, playgrounds, canoe trials and launches, small concession stands, restrooms, gyms, swimming pools, athletic fields, cultural facilities, marine and marine facilities and other facilities supporting passive and active recreational and cultural uses.

(Emphasis added).

72. The use of the Property as a commercial event and exhibition venue, pursuant to Resolution No. 14-01271, is not permitted under the Comprehensive Plan because it is not a “passive or active recreational or cultural use.”

73. The redevelopment of the Property, by which the land surrounding the Marine Stadium is to be paved over to create a staging area for the erection of large tent facilities, does not conserve “green spaces.” Moreover, the paving of the land surrounding the Marine Stadium “exceeds 25%” of the Property.

74. Furthermore, the redevelopment of the Property, as commercial exhibition center that encroaches into natural areas to the detriment of public access to the waterfront and open space intended for public recreational use, is inconsistent with the Virginia Key Master Plan.

75. Consequently, the use of the Property reflected in Resolution No. 14-01271 is inconsistent with, and violates, the Comprehensive Plan and the Virginia Key Master Plan.

76. Pursuant to Section 16.3215, Fla. Stat., the Village is an “aggrieved or adversely affected party” based on its proximity to the development at issue, the fact that the only access to the Village is through the Rickenbacker Causeway, and because the Village’s interests related to that access and the health, safety and fire protection of the Village are affected and negatively compromised by the City’s actions and development that conflict with the Comprehensive Plan.

77. Moreover, the City’s Comprehensive Plan contains a section titled, “INTERGOVERNMENTAL COORDINATION.” The goals and objectives of that section include:

Goal IC-1: Increase effectiveness and efficiency in the delivery of government services through the appropriate coordination of local government actions.

Goal IC-2: Promote orderly and appropriate regional land development and transportation policies through consultations with...locally impacted municipalities.

Objective IC-2.1: To further and strengthen existing and potential planning coordination mechanisms to ensure that consideration is given to both the impacts of land development and transportation policies within Miami on areas outside the City’s jurisdiction....

78. The City’s failure to consult with the Village on the development of Marine Stadium, and its intentional decision to ignore the impact that the development of a proposed commercial venue at Marine Stadium will have on the Village, further violate the goals and objectives of the Comprehensive Plan.

WHEREFORE, the Village seeks a judgment (i) declaring that the redevelopment of the Property pursuant to Resolution No. 14-01271 is inconsistent with and violates the City's Comprehensive Plan and the Virginia Key Master Plan; (ii) enjoining the City from taking any further action concerning the Property inconsistent with the Comprehensive Plan or Virginia Key Master Plan; and (iii) awarding such other relief and equitable adjustments as the Court deems warranted, including attorney's fees and costs pursuant to Section 86.081 Fla. Stat.

COUNT II
DECLARATORY RELIEF
(Violation of Miami 21 Zoning Code)

79. The Village hereby incorporates and re-alleges the allegations set forth in paragraphs 1 through 67.

80. The Village has a bona fide, actual, present and practical need for a declaration concerning the legality of the actions of the City described above.

81. The Property is zoned "Civic Space (C/S)."

82. The use of the Property as a commercial event and exhibit venue is not a use permitted as of right, by warrant, or by exception in the C/S zoning classification.

83. Consequently, the proposed use of the Property reflected in Resolution No. 14-01271 is impermissible under the Miami 21 Zoning Code.

84. Furthermore, the City has issued building permits, and in fact has begun construction on the Property to provide infrastructure to support a commercial event and exhibit center on the Property.

85. No warrants or exceptions have been issued for these activities, and therefore these permits have been issued in violation of Miami 21 and are *ultra vires* and void *ab initio*.

WHEREFORE, the Village seeks a judgment (i) declaring that the redevelopment of the Property pursuant to Resolution No. 14-01271 violates the Miami 21 Zoning Code; (ii) declaring that the License Agreement, development orders and building permits related to the Boat Show and the development on the property are void *ab initio* and *ultra vires*; (iii) enjoining the City from taking any further action, including the issuance of additional building permits or the authorization of any further development of the Property that violates the Miami 21 Zoning Code; and (iv) awarding such other relief and equitable adjustments as the Court deems warranted, including attorney's fees and costs pursuant to Section 86.081 Fla. Stat.

COUNT III
DECLARATORY RELIEF
(Failure to Obtain Miami-Dade Shoreline Review)

86. The Village hereby incorporates and re-alleges the allegations set forth in paragraphs 1 through 67.

87. The Village has a bona fide, actual, present and practical need for a declaration concerning the legality of the actions of the City described above.

88. Pursuant to Section 33D-32, Miami-Dade County Code of Ordinances, any development or building permit within the shoreline development review boundary must seek review from the Shoreline Development Review Committee.

89. The Property is within the Shoreline Development Review Boundary.

90. Upon information and belief, the Boat Show project and development authorized by the License Agreement are subject to approval from the Shoreline Development Review Committee pursuant to Section 33D, Miami-Dade County Code of Ordinances.

91. The City has issued a development order and building permits for the Property.

92. Upon information and belief, the City has not sought or received approval from the Shoreline Development Review Committee for the development and permits related to the Property.

93. Consequently, the License Agreement, development orders, and permits are void *ab initio* until such time as the Shoreline Development Review Committee reviews the development plans and Boat Show project for compliance with the review standard set forth in the County Code.

WHEREFORE, the Village seeks a judgment (i) declaring that the License Agreement, development orders and building permits related to the Boat Show and the development on the property are void *ab initio* and *ultra vires*; (ii) enjoining the City from any further development, of the Property, including the issuance of additional building permits until the Shoreline Development Review Committee has reviewed the development; and (iii) awarding such other relief and equitable adjustments as the Court deems warranted, including attorney's fees and costs pursuant to Section 86.081 Fla. Stat.

**COUNT IV
DECLARATORY RELIEF
(Violation of City Charter)**

94. The Village hereby incorporates and re-alleges the allegations set forth in paragraphs 1 through 67.

95. The Village has a bona fide, actual, present and practical need for a declaration concerning the legality of the actions of the City described above.

96. Pursuant to Sections 3 and 29-B of the City Charter, a lease of City-owned waterfront land for a period greater than five years shall not be valid unless it has first been approved by a majority of the voters of the City.

97. Upon information and belief, the City and the NMMA intend to make the Property the permanent home of the Boat Show and, as outlined in the License Agreement, the City and the NMMA have agreed to conduct the Boat Show for more than a five year period on public, waterfront property owned by the City of Miami. Upon further information and belief, the infrastructure installed to support the tent structure on the Property is intended to benefit the Boat Show for at least ten years. As a result, the License Agreement between the City and the NMMA is actually a long-term lease of the waterfront Property for more than five years that has not been approved by the majority of the voters of the City and, consequently, violates the City Charter.

WHEREFORE, the Village seeks a judgment (i) declaring that the License Agreement is void *ab initio* because it is an improper lease of City waterfront property; (ii) enjoining the City from conducting the Boat Show or permitting any further construction activities pursuant to the License Agreement on the Property; and (iii) awarding such other relief and equitable adjustments as the Court deems warranted, including attorney's fees and costs pursuant to Section 86.081 Fla. Stat.

COUNT V
DECLARATORY RELIEF
(Violation of "Municipal Purposes Only" Deed Restrictions and Article X, Section 11 of the Florida Constitution)

98. The Village hereby incorporates and re-alleges the allegations set forth in paragraphs 1 through 67.

99. The Village has a bona fide, actual, present and practical need for a declaration concerning the legality of the actions of the City described above.

100. The sovereign submerged lands deeded to the City by the State of Florida in the 1929 and 1938 Deed Restrictions were made upon the express condition that the public Submerged Lands of the Property were to be used for “municipal purposes, only, forever.”

101. Under the Florida Constitution, private use of portions of public land may be authorized by law, but only when not contrary to the public interest. *See* Fla. Const. art. X, § 11.

102. The redevelopment of the Property and its proposed use as a commercial event and exhibition venue, as provided for in Resolution No. 14-01271, and as anticipated for the benefit of the private, commercial interest of the Boat Show, is not a “municipal purpose, only,” as required by the 1929 and 1938 Deeds.

103. Accordingly, the present plans to redevelop the Property as a commercial event and exhibition venue, when coupled with its ouster of the public from the Property for up to 106 days and for the benefit of a private purpose, is contrary to the public interest and violates the terms of the 1929 and 1938 Deeds and Article X, Section 11 of the Florida Constitution.

WHEREFORE, the Village seeks a judgment (i) declaring that the ouster of the public to support the proposed use of the Property as a private commercial event and exhibition center is contrary to the public interest, violates the 1929 and 1938 Deeds, and violates Article X, Section 11 of the Florida Constitution; (ii) enjoining the City from conducting the Boat Show or permitting any further construction activities pursuant to the License Agreement on the Property that violate the 1929 and 1963 Deed Restrictions; and (iii) awarding such other relief and equitable adjustments as the Court deems warranted, including attorney’s fees and costs pursuant to Section 86.081 Fla. Stat.

**COUNT VI
DECLARATORY RELIEF
(Violation of “Public Purpose Only” Deed Restrictions)**

104. The Village hereby incorporates and re-alleges the allegations set forth in paragraphs 1 through 67.

105. The Village has a bona fide, actual, present and practical need for a declaration concerning the legality of the actions of the City described above.

106. The 1948 Deed from the State to the County was made upon the express condition that the upland portion of the Property was to be used for “public purposes only.”

107. The redevelopment of the Property and its proposed use as a commercial event and exhibition venue for private gain, as provided for in Resolution No. 14-01271 and as anticipated for the use of the Boat Show, is not a “public purpose, only,” as required by the 1948 Deed.

108. The City and the NMMA have entered into a contract under which the City has granted the NMMA the right to occupy public property for up to three months to hold the Boat Show. The License Agreement also states that the “Property shall be used and occupied by the License **solely** for the purposes of presenting the Boat Show, selling, using or displaying any goods and/or products related to the Boat Show.” Ex. G. License Agreement, ¶ 3 (emphasis added). The purpose of the Boat Show is, therefore, purely a private enterprise to benefit the NMMA and not the public.

109. The proposed uses of the Property for private gain are not in substantial harmony with the purpose of the restriction in the 1948 Deed and cause substantial injury to the beneficiaries – the public.

110. Accordingly, the City’s plans to redevelop the Property as a commercial event and exhibition venue, and to support a Boat Show that will occupy the Property at the expense and

exclusion of the public from the park services for a period of three months, amount to a public ouster from the Property and violate the terms of the 1948 Deed.

WHEREFORE, the Village seeks a judgment (i) declaring that the ouster of the public to support the proposed use of the Property as a commercial event and exhibition center to support a Boat Show violates the 1948 Deed restriction; (ii) enjoining the City from conducting the Boat Show or permitting any further construction activities pursuant to the License Agreement on the Property that violate the 1948 Deed restriction; and (iii) awarding such other relief and equitable adjustments as the Court deems warranted, including attorney's fees and costs pursuant to Section 86.081 Fla. Stat.

**COUNT VII
DECLARATORY RELIEF
(Violation of "Marine Stadium and Allied Purposes Only" 1963 Deed Restriction)**

111. The Village hereby incorporates and re-alleges the allegations set forth in paragraphs 1 through 67.

112. The Village has a bona fide, actual, present and practical need for a declaration concerning the legality of the actions of the City described above.

113. The 1963 Deed was made "upon the express condition" that the Property "be perpetually used and maintained for the operation of a Marine Stadium and allied purposes only, and in the event the use of said land for such purposes shall be abandoned, then in such event the title to said land shall revert to the grantor herein." Ex. D.

114. The entire Property, including the Marine Stadium use, was abandoned following Hurricane Andrew in 1992.

115. Further, redevelopment of the Property and its proposed use as a commercial event and exhibition venue, as provided for in Resolution No. 14-01271, is not a purpose "allied" with

the “operation of the Marine Stadium,” as required by the 1963 Deed, especially when there is no requirement that the Marine Stadium be operational, for its intended use, at the time of the Boat Show.

116. Accordingly, by reason of the abandonment of the permitted uses since 1992 and/or the present plans to redevelop the Property as a commercial event and exhibition venue, title to the Property has reverted to the County under the expressed terms of the 1963 Deed.

WHEREFORE, the Village seeks a judgment (i) declaring that the use of the Property for “Marine Stadium and allied purposes only” has been abandoned and that, as a result, title to the Property has reverted to the County; (ii) declaring that the proposed use of the Property as a separate commercial event and exhibition venue, that is separate from the operation of the abandoned Marine Stadium is not a purpose “allied” with the operation of the Marine Stadium and violates the 1963 Deed restriction; (iii) enjoining the City from conducting the Boat Show or permitting any further construction activities pursuant to the License Agreement on the Property that violate the 1963 Deed restriction; and (iv) awarding such other relief and equitable adjustments as the Court deems warranted, including attorney’s fees and costs pursuant to Section 86.081 Fla. Stat.

COUNT VIII
DECLARATORY RELIEF
(Violation of Article VII, Section 10 of the Florida Constitution)

117. The Village hereby incorporates and re-alleges the allegations set forth in paragraphs 1 through 67.

118. The Village has a bona fide, actual, present and practical need for a declaration concerning the legality of the actions of the City described above.

119. The City and the NMMA have entered into a contract under which the City has granted the NMMA the right to occupy public property for up to three months per year. The License Agreement also states that the “Property shall be used and occupied by the License **solely** for the purposes of presenting the Boat Show, selling, using or displaying any goods and/or products related to the Boat Show.” Ex. G, License Agreement, ¶ 3.

120. The License Agreement between the City and NMMA provides that the City will use \$16 million dollars of public funds to provide infrastructure improvements to support the Boat Show. Ex. G, License Agreement, ¶ 21.

121. The purpose of the Boat Show is purely a private enterprise to benefit the NMMA and not the public.

122. The use of the Property to support the Boat Show will result in the ouster of the public from the Property for over three months.

123. Accordingly, the City’s pledge of credit and public property to support plans to redevelop the Property as a private commercial event and exhibition venue for the Boat Show, at the expense and exclusion of the public from the park services for a period of three months, outweighs any imaginable public purpose and violates Article VII, Section 10 of the Florida Constitution.

WHEREFORE, the Village seeks a judgment (i) declaring that the City’s pledge of credit and public property that results in an ouster of the public to support the proposed use of the Property as a private commercial event and exhibition center violates Article VII, Section 10 of the Florida Constitution; (ii) enjoining the City from using public funds to conduct the Boat Show or to fund any further construction activities pursuant to the License Agreement on the Property;

and (iii) awarding such other relief and equitable adjustments as the Court deems warranted, including attorney's fees and costs pursuant to Section 86.081 Fla. Stat.

COUNT IX
DECLARATORY AND INJUNCTIVE RELIEF
(Declaration and Injunction Against Public Nuisance)

124. The Village hereby incorporates and re-alleges the allegations set forth in paragraphs 1 through 67.

125. The Village has a bona fide, actual, present and practical need for a declaration concerning the legality of the actions of the City described above.

126. This is an action for (i) a declaration that the City's proposed development of the Property into a commercial exhibition venue, and the manner and operation of the Property for the Boat Show constitutes a public nuisance, and (ii) a permanent injunction against a public nuisance brought by the Village on behalf of Miami-Dade residents and the residents of the Village.

127. The Property is located adjacent to and served by the Rickenbacker Causeway, the same common public road that provides the only way in and out of Key Biscayne, and county and state parks.

128. The proposed development of the Property into a commercial exhibition venue, coupled with the manner and operation of the Property for the Boat Show that result primarily from the City's unreasonable, unwarranted and unlawful actions, (as described above), create a public nuisance.

129. Specifically, the City's proposed use of the Property for a commercial venue, and more particularly the Boat Show, will (i) occupy public park land for a private benefit; (ii) obstruct a public way; and (iii) interfere with the right of passage and navigation common to all, causing

injury and affecting the safety of residents, property owners, and taxpayers of the Village and the County.

130. The City's activity will create significant navigational safety hazards at the entrance to the Basin and Rickenbacker Marina.

131. The City has begun construction, which if completed, will necessarily result in the creation of a public nuisance.

132. The Village has no adequate remedy at law for the harm caused by the nuisance alleged herein. Money damages are inadequate to compensate the Village for the unique injury that will result from the nuisance.

133. The Village has clean hands and the relief requested is in the public interest.

134. The City will not be harmed through the injunction of unreasonable activities constituting the nuisance.

WHEREFORE, the Village seeks (i) a judgment declaring that the proposed development of the Property into a commercial exhibition venue, and the manner and operation of the Property for the Boat Show constitutes a public nuisance; (ii) a permanent injunction against the nuisance alleged herein, and (iii) such other further relief as the Court deems appropriate in these circumstances, including attorney's fees and costs pursuant to Section 86.081 Fla. Stat.

COUNT X
WRIT OF PROHIBITION

135. The Village hereby incorporates and re-alleges the allegations set forth in paragraphs 1 through 67.

136. The Property is zoned "Civic Space (C/S)."

137. The use of the Property as a commercial event and exhibit venue is not a use permitted as of right, by warrant, or by exception in the C/S zoning classification.

138. Consequently, the proposed use of the Property reflected in Resolution No. 14-01271 is impermissible under the Miami 21 Zoning Code.

139. The Building Director has issued building permits, and the City has in fact begun construction on the Property to provide utilities and infrastructure to support a commercial event and exhibit center on the Property.

140. No warrants or exceptions have been issued for these activities.

141. Furthermore, the Boat Show development activities on the waterfront Property have been reviewed by the Miami-Dade Biscayne Bay Shoreline Development Review Committee, as required by County ordinance.

142. The Building Director has exceed his jurisdiction by issuing development and building permits for waterfront property prior to review by the Shoreline Development Review Committee and that also violate Miami 21.

143. The City's actions pose great harm to the Village's interests and the Village has no other appropriate and adequate remedy to stop the Building Director's *ultra vires* acts.

144. Therefore, this Court must issue a *writ of prohibition* to prevent the Building Director from acting beyond his specific authority and jurisdiction by issuing future permits for the Property that both violate Miami 21, the Comprehensive Plan, and have not been reviewed for conformity with the relevant County code concerning waterfront property.

WHEREFORE, the Village seeks (i) a *writ of prohibition* preventing the Building Director from taking any further action, including the issuance of additional building permits or the authorization of any further development of the waterfront Property that have not been reviewed by the Shoreline Development Review Committee and/or that violate the Miami 21 Zoning Code or the Comprehensive Plan and (ii) such other further relief as the Court deems appropriate in these circumstances.

Dated: October 14, 2015

Respectfully submitted,

SHUBIN & BASS, P.A.
Special Counsel for Plaintiff
46 S.W. First Street, Third Floor
Miami, Florida 33130
Telephone: (305) 381-6060
Facsimile: (305) 381-9457
jshubin@shubinbass.com
idemello@shubinbass.com
eservice@shubinbass.com

By: /s/ John K. Shubin
John K. Shubin
Florida Bar No. 771899
Ian E. DeMello
Fla. Bar No. 105097

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via electronic mail on this 14th day of October, 2015 on the following parties:

Victoria Mendez, Esq.
John A. Greco, Esq.
CITY ATTORNEY, CITY OF MIAMI
Counsel for Defendant
444 S.W. 2nd Ave.
Miami, FL 33130-1910
Tel: (305) 416-1832
VMendez@miamigov.com
jagreco@miamigov.com

/s/ John K. Shubin

Exhibit A

47

INTERNAL IMPROVEMENT FUND, STATE OF FLORIDA.

DEED NO. 18030

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority of Senate Bill No. 632, Chapter 13636, Laws of Florida, Acts of 1929, and for and in consideration of the sum of TWO THOUSAND SIX HUNDRED SEVENTEEN & 50/100 DOLLARS (\$2,617.50), representing the estimated interest of the State School Fund in and to said lands as provided by the State Constitution, to them in hand paid by the City of Miami, a municipal Corporation of the State of Florida, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed to the said City of Miami for municipal purposes only, and to its successors, forever, the following described submerged and partly submerged lands, situate lying and being in Dade County, Florida, to-wit:

Beginning at a point on the East boundary of Section 8, in Township 54 South, Range 42 East, Dade County, Florida, 1000 feet North of the Southeast corner of said Section 8;

Thence West parallel with the South boundary of said Section 8, a distance of 5280 feet more or less, to a point on the West boundary of said Section 8, 1000 feet North of the Southwest corner thereof;

Thence South on the West boundary of Section 8 to the Southwest corner of the Section;

Thence West on the North boundary of Section 18, 1000 feet; Thence South to a point 150 feet North of the center line of the proposed Causeway, said distance of 150 feet, being measured at right angles to the axis of the said Causeway;

Thence Northwesterly parallel with and at a distance of 150 feet at right angles with said Causeway to a point where the said line intersects the harbor and bulkhead line as established by the United States on the West side of Biscayne Bay;

Thence following said Harbor and Bulkhead line Southwesterly to a point 150 feet Southwesterly of the center line of said Causeway as measured at right angles thereto;

Thence Southeasterly parallel with and at a distance of 150 feet from the center line of said proposed Causeway to a point 1000 feet West of the Eastern boundary of Section 18;

50

Thence South to the intersection of said line with the South boundary of said Section 18;

Thence continuing in Section 19, 1000 feet;

Thence East 1000 feet, more or less, to the Eastern boundary of said Section 19;

Thence South along the Eastern boundary of Section 19, 1300 feet, more or less;

Thence in an Easterly direction to connect with the Southwestern extremity of Virginia Key;

Thence following the West shore line of Virginia Key in a general Northerly and Northeasterly direction to its intersection with the East boundary of Section 17;

Thence North along the East boundary of Section 17, to the Northeast corner of said Section;

Thence North along the East boundary of Section 8, a distance of 1000 feet to the point of beginning first above described.

Containing 1,047 acres, more or less, all being in Township and Range first above described.

TO HAVE AND TO HOLD the said above mentioned and described land and premises and all the title and interest in the Trustees therein unto the said City of Miami and its successors, for municipal purposes only, forever, provided, that this conveyance shall in no way extinguish or effect any lawful lien or trust deed mortgaging riparian rights which may conflict with the above conveyance, or any prior or present existing rights of any party or parties, owning or having an equity in lands or bottoms adjacent to the tract hereby conveyed, and this conveyance is made expressly subject to such provisions.

SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described lands, and an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in or under the said above described land, with the privilege to mine and develop the same.

IN WITNESS WHEREOF, The Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their

51

names and affixed their seals, and have caused the seal of the
DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA, to be hereunto
affixed, at the Capitol, in the City of Tallahassee, on this
the 23rd day of July, A. D. Nineteen Hundred and Twenty-
Nine.

Doyle E. Carlton (SEAL)
GOVERNOR

Ernest Amos (SEAL)
COMPTROLLER.

W. V. Knott (SEAL)
TREASURER.

Fred H. Davis (SEAL)
ATTORNEY-GENERAL.

Nathan Mayo (SEAL)
COMMISSIONER OF AGRICULTURE.

(SEAL)
Handed
John W. Watson,
Attorney for
City of Miami,
July 24, 1929.

Exhibit B

INTERNAL IMPROVEMENT FUND, STATE OF FLORIDA

DEED NO. 18450

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority of Chapter 13666, Laws of Florida, Acts of 1929, and for and in consideration of the sum of Ten Thousand and no/100 (\$10,000.00) Dollars, representing the estimated interest of the State School Fund in and to said lands, as provided by the State Constitution, to them in hand paid by the City of Miami, a municipal corporation of the State of Florida, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed to the said City of Miami, for municipal purposes only, and to its successors, forever, the following described submerged and partly submerged lands, situate, lying and being in Dade County, Florida, to-wit:

Parcel (A)

Commencing at the Southeast corner of Section 8, Township 54 South, Range 42 East;

Thence North along the East line of said Section 8 for a distance of 1000 feet, more or less, for a point of beginning;

Thence North along the said East line of Section 8 to the North line of the F. E. C. Ry. Co. channel;

Thence West along the said North line of the F. E. C. Ry. Co. channel to the West line of the NE $\frac{1}{4}$ of said Section 8;

Thence Southwesterly along a line which intersects the West line of said Section 8 at a point 4650 feet, more or less, North of the Southwest corner of said Section 8;

Thence South along the said West line of Section 8 for a distance of 3650 feet, more or less, to a point which is 1000 feet, more or less, North of the Southwest corner of said Section 8;

Thence East along a line parallel to and 1000 feet, more or less, North of the South line of said Section 8 to the point of beginning;

Containing 500.00 acres, more or less, and lying and being in Section 8, Township 54 South, Range 42 East.

Parcel (B)

Commencing at the Southeast corner of Section 7, Township 54 South, Range 42 East for a point of beginning;

Thence North along the East line of said Section 7 for a distance of 2000 feet to a point;

Thence Southwest 2,828 feet to a point on the South boundary of said Section 7;

Thence East along the South boundary of said Section 7 2000 feet to the point of beginning;

Containing 45.9 acres, more or less, and lying and being in SE $\frac{1}{4}$ of Section 7, Township 54 South, Range 42 East.

Parcel (C)

Commencing at the Northeast corner of Section 18, Township 54 South, Range 42 East;

Thence West along the North line of said Section 18 for a distance of 1000 feet for a point of beginning;

Thence West along the said North line of Section 18 and the North line of Section 13, Township 54 South, Range 41 East to the intersection with the U. S. Harbor line on the West side of Biscayne Bay;

Thence Southwesterly along the said U. S. Harbor line through Fractional Section 13 aforesaid and through Fractional Section 14, Township 54 South, Range 41 East to the intersection with the South line of the $N\frac{1}{2}$ of said Fractional Section 14;

Thence East along the said South line of the $N\frac{1}{2}$ of Fractional Sections 14 and 13 and continuing East along the South line of $NW\frac{1}{4}$ of aforesaid Section 18, Township 54 South, Range 42 East to the Southwest corner of the $NE\frac{1}{4}$ of said Section 18;

Thence Southeast 1867 feet along a line to the Southwest corner of the $NE\frac{1}{4}$ of the $SE\frac{1}{4}$ of said Section 18;

Thence East 320 feet along the South line of the said $NE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 18 to an intersection with a line which is 1000 feet West of and parallel to the East line of said Section 18;

Thence North along a line which is 1000 feet West of and parallel to the said East line of Section 18 to the point of beginning. Excepting therefrom that portion previously deeded to the City of Miami by the Trustees of the Internal Improvement Fund, Senate Bill 682, Chapter 13666, Acts of 1929, and recorded in Deed Book 1325, at page 248, Public Records of Dade County, Florida;

Containing 535 acres, more or less, and lying and being in Section 18, Township 54 South, Range 42 East, and in Fractional Sections 13 and 14, Township 54 South, Range 41 East.

TO HAVE AND TO HOLD the said above mentioned and described land and premises, and all the title and interest in the Trustees of the Internal Improvement Fund therein unto the said City of Miami, and its successors, for municipal purposes only, forever; provided, that this conveyance shall in no way extinguish or affect any lawful lien or trust deed mortgaging riparian rights which may conflict with the above conveyance, or any prior or present existing rights of any party or parties owning, or having an equity in, lands or bottoms adjacent to the tract hereby conveyed, and this conveyance is made expressly subject to such provisions.

SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of the State of Florida, and their successors, an undivided three-fourths ($3/4$) interest in and title in and to an undivided three-fourths ($3/4$) interest in all the phosphate, minerals and metals that are, or may be, in, on or under the said above described lands, and an undivided one-half ($1/2$) interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in, on or under the said above described land, with the privilege to mine and develop the same.

IN WITNESS WHEREOF, the Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names, and affixed their seals, and have caused the seal of the Department of Agriculture of the

State of Florida to be hereunto affixed, at the Capitol,
in the City of Tallahassee, on this the 8th day of
July, A. D. Nineteen Hundred and Thirty-eight.

FRED P. CONE (SEAL)
GOVERNOR

J. M. LEE (SEAL)
COMPTROLLER

W. V. KNOTT (SEAL)
TREASURER

(SEAL COMMISSIONER)

GEORGE COUPER GIBBS (SEAL)
ATTORNEY GENERAL

(OF AGRICULTURE)

COMMISSIONER OF AGRICULTURE (SEAL)

HANDED
J. W. WATSON, ATTORNEY
CITY OF MIAMI, FLORIDA.
JULY 8, 1938.

Exhibit C

INTERNAL IMPROVEMENT FUND, STATE OF FLORIDA

DEED NO. 19436.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, for and in consideration of the sum of One Hundred (\$100.00) Dollars, to them in hand paid by Dade County, a political subdivision of the State of Florida, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed to the said Dade County, a political subdivision of the State of Florida, and its successors and assigns, forever, the following described land, tidal land, partially submerged land, and submerged land lying in Township 54 South, Range 42 East, in Dade County, Florida, described as follows:

PARCEL 1.

Government Lot 1 of Section 17,
Government Lots 1, 2 and 3 of Section 20,
Government Lots 1 and 2 of Section 21;

PARCEL 2.

A portion of Section 20 adjacent to and lying westerly from Government Lots 2 and 3 in said Section 20, which portion is described as follows:

Beginning at a point on the center line of Rickenbacker Causeway as the same is now constructed in Section 20, Township 54 South, Range 42 East, said point lying South $35^{\circ} 51' 58''$ West 1882.29 feet from the Northeast corner of said Section 20; thence run North $45^{\circ} 22' 07''$ West 2075.00 feet along the said centerline of Rickenbacker Causeway to a point; thence run South $29^{\circ} 37' 53''$ West, 1330.00 feet to the point of curve of a circular curve running Southeasterly; thence run 597.07 feet along the arc of the curve to the left, having a radius of 456.13 feet through a central angle of $75^{\circ} 00' 00''$ to the point of tangency; thence run South $45^{\circ} 22' 07''$ East 150.96 feet along a line tangent to the last described curve, to the point of curve of a circular curve running Easterly; thence run 877.95 feet along the arc of the curve to the left, having a radius of 734.35 feet, through a central angle of $68^{\circ} 30' 00''$ to the point of tangency; thence run



North 66° 07' 53" East 1244.12 feet along a line tangent to the last described curve, to the point of beginning.

Also, all lands, submerged lands, and particularly submerged lands lying between said Government Lots 2 and 3 of said Section 20 and the lands described in said Parcel 2.

PARCEL 3.

All that part of Section 17 lying South and West of a line which is parallel to and 660 feet Northeasterly from and measured at right angles to the center line of Rickenbacker Causeway (formerly Biscayne Causeway), as the same is now constructed; also, that part of Section 20 described as follows:

Begin at the northwest corner of Section 20 of said Township and Range; thence South along the West boundary of said Section 20, 2300.00 feet; thence in an easterly direction to connect with the Southwest extremity of Virginia Key; thence in the same course as the preceding, East or West, as the case may be, to the quarter section line running North and South through Section 20; thence South along said quarter section line to the South boundary of said section 20; thence East on the South boundary of said section 20 to a point in a line described in Chapter 13666, Laws of Florida, Acts of 1929, which said line begins at the Northeast corner of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 30 in Township 54 South, Range 42 East, and extends Northeasterly by a straight line to the Southeast corner of the NE $\frac{1}{4}$ of said Section 20; thence Northeasterly along said last mentioned line to the East boundary of said Section 20; thence North along the East boundary of said Section 20 to the Northeast corner thereof; thence West along the North boundary of said Section 20 to the Northwest corner of said section, the point of beginning first above described;

Excepting therefrom the land heretofore described as Parcels 1 and 2 of this conveyance.

It is specifically provided that the property described in Parcel 3 hereof shall be used for public purposes only; provided, however, that Dade County, or its assigns, shall have the right to remove from said lands, described in Parcel 3 above, sand, gravel, rock and other materials for the purpose of filling the lands described in Parcels 1 and 2 hereof.

This conveyance is given subject to all the rights in and to any and all portions of the property hereinabove described, of

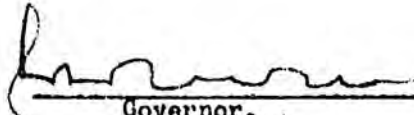
the City of Miami, a Municipal Corporation of the State of Florida, under and by virtue of Chapter 13666, Laws of Florida, Acts of 1929, and under and by virtue of any and all conveyances that may have been given by said Trustees to said City of Miami pursuant to said Chapter 13666.


TO HAVE AND TO HOLD the same unto said Dade County and its successors and assigns forever; said Parcel 1 above described to be forever freed, exonerated, and discharged of and from all conditions, restrictions, reservations, and limitations contained in that certain former Deed Number 18556 dated March 24, 1940, from said Trustees to Dade County, Florida, which is recorded in Deed Book 2065 at Page 454 of the Public Records of Dade County, Florida, if and when at some time not later than five (5) years from the date hereof there shall be constructed on some portion or portions of the land described in Parcel 1 or Parcel 2 hereof an aquarium and marine laboratory which, together with bulkheading and filling therefor, shall cost a minimum of \$1,500,000.00.

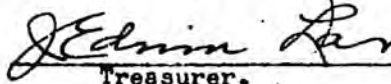
SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described lands, and an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in or under the said above described land, with the privilege to mine and develop the same.

IN WITNESS WHEREOF, The Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed their seals, and have caused the seal of the DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA, to be hereunto

affixed, at the Capitol, in the City of Tallahassee, on this the
12th day of October, A. D. Nineteen Hundred and
Forty-Eight.

 (SEAL)
 Governor.

 (SEAL)
 Comptroller.

 (SEAL)
 Treasurer.

____ (SEAL)
 Attorney-General.

 (SEAL)
 Commissioner of Agriculture

State of Florida
 This instrument was filed the 20 day of Oct.
 1948 at 3:21 P. 11:00
 Book 3069 Page 248 File No. X 90409

E. D. LEATHERMAN
 Clerk Circuit Court

By V. Harfick D.C.

Exhibit D

COUNTY DEED

THIS DEED OF CONVEYANCE, made this 21st day of March, 1963, by DADE COUNTY, a political subdivision of the State of Florida, party of the first part, and THE CITY OF MIAMI, FLORIDA, a municipal corporation, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land lying and being in Dade County, Florida, to wit:

Commence at the S. E. Corner Section 17-54-42, thence run N 89° 56' 49" W along the southerly line of said Section 17 for a distance of 2565.05' to a point of intersection with a line which is 200 feet northwesterly of and parallel with the Corporate Boundaries of the City of Miami and the Southwesterly prolongation thereof; thence run North 64° 34' 52" E along said line for a distance of 638.82 feet to the point of beginning of the hereinafter described tract; said point also lying on Corporate Boundaries of the City of Miami; thence run N 45° 22' 07" W along the said Corporate Boundaries, which is 660 feet northeasterly of and parallel with the centerline of the Rickenbacker Causeway for a distance of 1697.97 feet to a point; thence run S 44° 37' 53" W for a distance of 200 feet to a point; thence run N 45° 22' 07" W for a distance of 200 feet to a point; thence run North 44° 37' 53" E for a distance of 200 feet to a point; said point lying on the Corporate Boundaries of the City of Miami (the same being the northwesterly right-of-way of Rickenbacker



Causeway); thence run N 45° 22' 07" W along said northwesterly right-of-way of Rickenbacker Causeway for a distance of 2734.54 feet to a point of curvature; thence run along the arc of a curve to the left having a radius of 2092.40 feet and a central angle of 37° 16' 46" for a distance of 1361.42 feet to a point of intersection with the proposed Bulkhead Line of Virginia Key, (as approved by City of Miami Resolution No. 33127 and Dade County Resolution No. 8108); thence run S 44° 06' 48" W along said proposed Bulkhead Line for a distance of 620.00 feet to a point of intersection with a line which is 200.00 feet northerly of the centerline of said Rickenbacker Causeway; thence run N 89° 06' 48" E along said line that is 200.00 feet northerly of, and parallel with the centerline of said Rickenbacker Causeway for a distance of 138.57 feet to a point of curvature; thence run northeastwardly, eastwardly, and southeastwardly along the arc of a curve to the right, having a radius of 1632.40 feet and a central angle of 45° 31' 05" for a distance of 1296.84 feet to a point of tangency; thence run S 45° 22' 07" E along a line which is 200.00 feet northeasterly of and parallel with the centerline of said Rickenbacker Causeway for a distance of 4465.54 feet to a point of intersection with a line which is 200.00 feet northwesterly of and parallel with the Corporate Boundaries of the City of Miami and the southwesterly prolongation thereof; thence run N 64° 34' 52" E along said line for a distance of 489.37 feet to the Point of Beginning. Bearings shown on the above description are based on the bearing of the centerline of Rickenbacker Causeway as shown on the Metropolitan Dade County Bulkhead Line, as recorded in Plat Book 74 at Page 4 of the Public Records of Dade County, Florida. The above-described tract contains 61.8 / Acres.

This deed of conveyance is made upon the express condition that the land hereby conveyed shall be perpetually used and maintained for the operation of a Marine Stadium and allied purposes only, and in the event the use of said land for such purposes shall be abandoned, then and in such event the title to said land shall revert to the grantor herein.

IN WITNESS WHEREOF, the said party of the first part has

caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman, and has caused its official seal to be affixed, attested by its Clerk, the day and year first above written.

DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

(OFFICIAL SEAL)

E. B. LEATHERMAN, CLERK

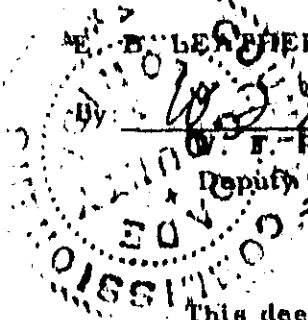
ATTEST:

By

E. B. LEATHERMAN, CLERK

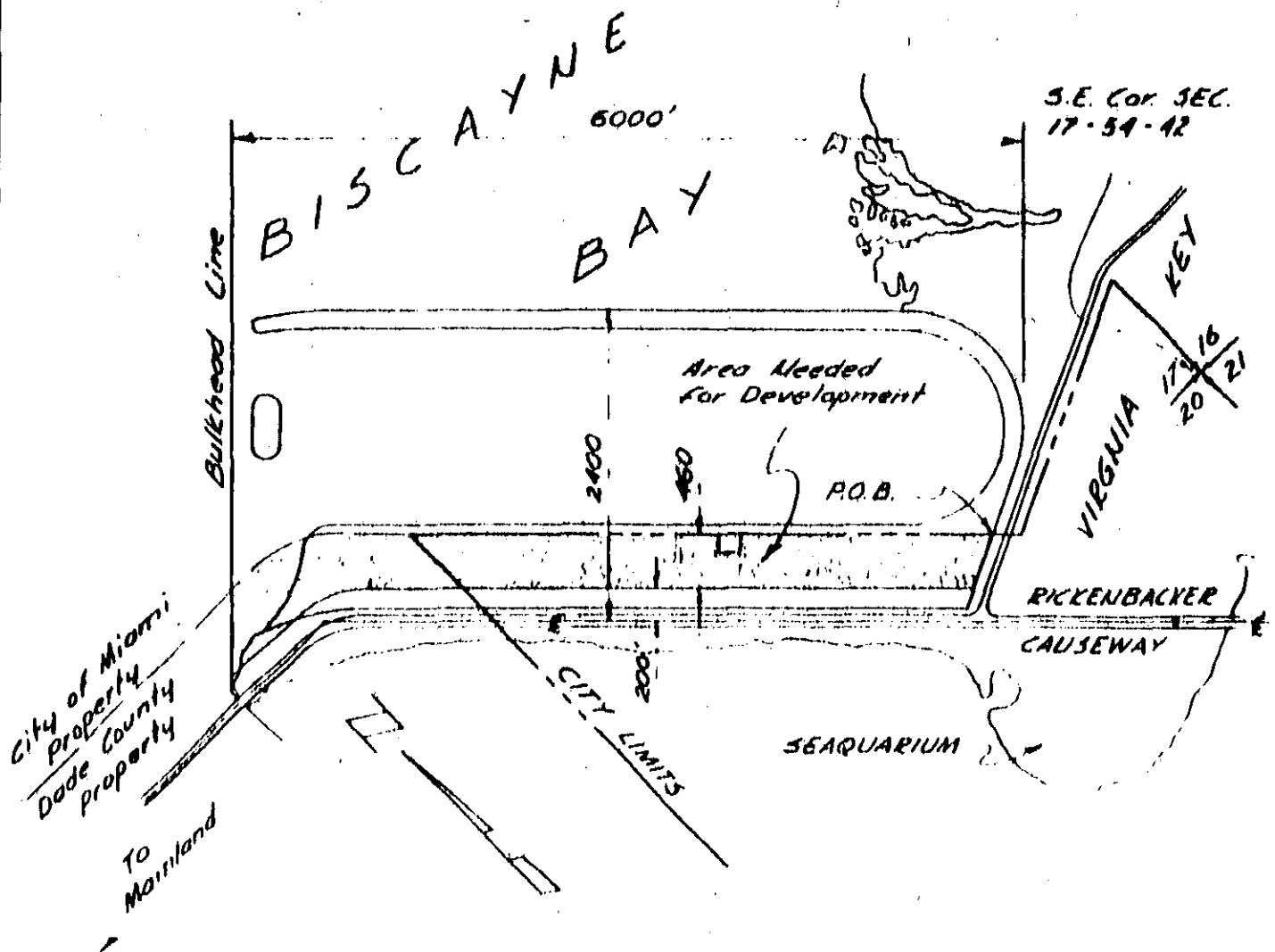
Joseph A. Boyd, Jr.
Its Chairman

By W. F. Russell
W. F. RUSSELL
Deputy Clerk



This deed of conveyance has been approved and execution

thereof authorized by Resolution No. 8416



SKETCH SHOWING
COUNTY LAND
NEEDED FOR DEVELOPMENT OF
COMMODORE RALPH MUNROE
MARINE STADIUM

STATE OF FLORIDA }
COUNTY OF DADE } SS:

I, E. B. LEATHERMAN, Clerk of the Circuit Court in and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. 8416, adopted by the said Board of County Commissioners at its meeting held on March 12, 1963.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 13th day of March, A. D. 1963.

E. B. LEATHERMAN, Ex-Officio Clerk
Board of County Commissioners
Dade County, Florida

By W. F. Jenkins
Deputy Clerk

REAL

State of Florida, County of Dade.
This instrument was filed for record the 10 day of Apr
1963 at 3:54 PM, and duly recorded in OFFICIAL RECORDS
Book 3609 on Page 164 File # 63R-60686

E. B. LEATHERMAN
Clerk Circuit Court
By F. B. Jenkins D. C.

Board of County Commissioners
Dade County, Florida

Exhibit E

	T3 SUB-URBAN			T4 URBAN GENERAL			T5 URBAN CENTER			T6 URBAN CORE			C CIVIC			D DISTRICTS		
	R	L	O	R	L	O	R	L	O	R	L	O	CS	CI	CI-HD	D1	D2	D3
DENSITY (UNITS PER ACRE)	9	9	18	36	36	36	65	65	65	150*	150*	150*	N/A	AZ**	150*	36	N/A	N/A
RESIDENTIAL																		
SINGLE FAMILY RESIDENCE	R	R	R	R	R	R	R	R	R	R	R	R						
COMMUNITY RESIDENCE	R	R	R	R	R	R	R	R	R	R	R	R			R			
ANCILLARY UNIT		R		R	R	R												
TWO FAMILY RESIDENCE			R	R	R	R	R	R	R	R	R	R						
MULTI FAMILY HOUSING				R	R	R	R	R	R	R	R	R			R			
DORMITORY					E	E		R	R		R	R		E	R			
HOME OFFICE	R	R	R	R	R	R	R	R	R	R	R	R			R			
LIVE - WORK					R	R		R	R		R	R			R			
WORK - LIVE															R	R		
LODGING																		
BED & BREAKFAST				W	R	R	E	R	R	E	R	R			R	R		
INN						R		R	R	E	R	R			R	R		
HOTEL								R	R		R	R			R			
OFFICE																		
OFFICE					R	R		R	R		R	R		E	R	R	R	W
COMMERCIAL																		
AUTO-RELATED COMMERCIAL ESTAB.									W		W	W				R	R	
ENTERTAINMENT ESTABLISHMENT						R		W	R		R	R				R	R	
ENTERTAINMENT ESTAB. - ADULT																	R	
FOOD SERVICE ESTABLISHMENT					R	R		R	R	W	R	R	W	E	R	R	R	W
ALCOHOL BEVERAGE SERVICE ESTAB.					E	E		E	E		E	E			E	E	E	E
GENERAL COMMERCIAL					R	R		R	R	W	R	R	E	E	R	R	R	W
MARINE RELATED COMMERCIAL ESTAB.								W	W		W	W	E			R	R	R
OPEN AIR RETAIL								W	W		W	W	W	E	R	R	R	W
PLACE OF ASSEMBLY								R	R	E	R	R		E	E	R	R	W
RECREATIONAL ESTABLISHMENT								R	R		R	R		E	R	R	R	W
CIVIC																		
COMMUNITY FACILITY					W	W		W	W		W	W	W	E	W	R	R	
RECREATIONAL FACILITY	E	E	E	E	R	R	E	R	R	E	R	R	W	E	W	R	R	
RELIGIOUS FACILITY	E	E	E	E	R	R	E	R	R	E	R	R	W	E	R	R	R	W
REGIONAL ACTIVITY COMPLEX												E		E	E			
CIVIL SUPPORT																		
COMMUNITY SUPPORT FACILITY					W	W		W	W		W	W		E	E	R	R	W
INFRASTRUCTURE AND UTILITIES	W	W	W	W	W	W	W	W	W	W	W	W	W	E	W	W	R	W
MAJOR FACILITY														E	R	E	E	E
MARINA				E	W	W	E	W	W	E	W	W	R	E		R	R	R
PUBLIC PARKING					W	W	E	W	W	E	W	W		E	R	R	R	W
RESCUE MISSION														E	R	E	W	W
TRANSIT FACILITIES					W	W	E	W	W	E	W	W		E	R	R	R	W
EDUCATIONAL																		
CHILDCARE				E	W	W	E	W	W	W	W	W	E	E	R	E		
COLLEGE / UNIVERSITY								W	W		W	W		E	R	E		
ELEMENTARY SCHOOL	E	E	E	E	E	E	E	W	W	E	W	W		E	R	E		
LEARNING CENTER					E	E		R	R		R	R	E	E	R	E		
MIDDLE / HIGH SCHOOL	E	E	E	E	E	E	E	W	W	E	W	W		E	R	E		
PRE-SCHOOL	E	E	E	E	E	E	E	R	R	E	R	R		E	R	E		
RESEARCH FACILITY					R	R		R	R		R	R		E	R	R	R	W
SPECIAL TRAINING / VOCATIONAL						E		W	W		W	W		E	R	R	R	W
INDUSTRIAL																		
AUTO-RELATED INDUSTRIAL ESTBL.																R	R	W
MANUFACTURING AND PROCESSING																R	R	W
MARINE RELATED INDUSTRIAL ESTBL.																R	R	R
PRODUCTS AND SERVICES																R	R	W
STORAGE/ DISTRIBUTION FACILITY																R	R	W

R Allowed By Right

W Allowed By Warrant: Administrative Process - CRC (Coordinated Review Committee)

E Allowed By Exception: Public Hearing - granted by PZAB (Planning, Zoning & Appeals Board)

Boxes with no designation signify Use prohibited.

Uses may be further modified by Supplemental Regulations, State Regulations, or other provisions of this Code. See City Code Chapter 4 for regulations related to Alcohol Beverage Service Estab.

* Additional densities in some T6 zones are illustrated in Diagram 9.

** AZ: Density of lowest Abutting Zone

Exhibit F



VILLAGE OF KEY BISCAINE

Village Council
Mayra P. Lindsay, *Mayor*
Franklin H. Caplan, *1st Mayor*
Luis E. de la Cruz
Theodore Holloway
Michael E. Kelly
Edward London
James Taintor

December 22, 2014

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED
VIA ELECTRONIC MAIL

Honorable Mayor Tomas Regalado
City Hall
City of Miami
3500 Pan American Drive
Miami, Florida 33133-5595

Re: Marine Stadium

Dear Mayor Regalado:

The Village of Key Biscayne is fully supportive of the City's efforts to restore and find an adaptive re-use for the existing Marine Stadium facilities; however, I write to express my sincere concern about the manner in which the City has dealt with the Village in the negotiations with the Miami International Boat Show. Although promised otherwise, the Village has been excluded from the negotiation process. Our total involvement consisted of one very limited briefing by Alice Bravo that was only provided after we requested a meeting with you. We have had to file a public records request just to obtain a copy of the draft agreement between the City of Miami and the Miami International Boat Show.

As you know, the Village of Key Biscayne is a significant stakeholder and we do have serious concerns about the size and scope of the proposed project, its traffic and environmental impacts, as well as how the City of Miami intends to deal with the myriad of development restrictions that are in place.

The Village has a long history and in depth knowledge of the area, its development limitations, as well as the development opportunities. We are prepared to share this with you and the Miami International Boat Show representatives. We believe we have much to contribute.

Honorable Tomas Regalado
December 22, 2014
Page 2

I would urge you and your staff to be transparent and forthcoming about the City's plans and include the Village in the process and negotiations. This will be the only way to accomplish a timely and successful project that will be in the best interests of all constituents. I look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Mayra Peña Lindsay". The signature is fluid and cursive, with the first name "Mayra" being the most prominent.

Mayra Peña Lindsay
Village Mayor

cc: Members of the City of Miami Commission
Members of the Village of Key Biscayne Council
Daniel J. Alfonso, City Manager
Alice Bravo, Deputy City Manager / Chief of Infrastructure
John C. Gilbert, Village of Key Biscayne Manager
Stephen J. Helfman, Esq., Village of Key Biscayne Attorney

Exhibit G

REVOCABLE LICENSE

ISSUED BY THE

CITY OF MIAMI

TO

NATIONAL MARINE MANUFACTURER'S ASSOCIATION

("NMMA")

FOR THE USE OF A PORTION OF PROPERTY

**LOCATED AT VIRGINIA KEY UPLAND AND SUBMERGED
LANDS**

MIAMI, FLORIDA

REVOCABLE LICENSE

This Revocable License ("License") is entered this 6th day of July, 2015, ("Effective Date") by and between the City of Miami, a municipal corporation of the State of Florida (the "City"), and National Marine Manufacturer's Association Inc. ("Licensee"), a Delaware not-for-profit corporation with its principal place of business at 231 South LaSalle Street, Suite 2050, Chicago, Illinois 60604.

RECITALS

WHEREAS, the City is the owner of the real property Virginia Key that includes the upland and submerged lands collectively the ("Property"); and

WHEREAS, the licensee is engaged in the business of presenting both national and international boat show events, representing more than one thousand four hundred (1,400) companies involved in various productions used by recreational boaters, and is dedicated to creating, promoting, and protecting a safe and productive environment in which its members can achieve financial success through excellence in manufacturing, selling and servicing their customers; and

WHEREAS, the Licensee desires to use a portion of the Property to present to the public and operate the Miami International Boat Show ("Boat Show"); and

WHEREAS the Boat Show will celebrate its 75th anniversary in 2016 and for over 45 years has been produced in Miami; and

WHEREAS the Boat Show generates over \$600,000,000 in economic benefit to South Florida each year; and

WHEREAS 1,500 businesses that call Miami home depend upon the Boat Show, and Florida businesses sell more than \$300,000,000 of product at the Boat Show; and

WHEREAS the Boat Show is the premiere gathering place for more than 100,000 boaters, 50% of whom travel to the Boat Show from outside Florida and 10% of whom travel from outside the United States; and

WHEREAS an estimated 45,000 workers prepare the Boat Show to unveil the latest and most innovative new boating products; and

WHEREAS the Boat Show fills 200,000 hotel room nights; and

WHEREAS the Boat Show provides the equivalent of 6,500 full time jobs; **WHEREAS**, the City and Licensee ("the Parties") desire and intend to enter into a Revocable License for the use of a portion of Virginia Key upland and submerged lands, Miami, Florida; and

WHEREAS, this License is not assignable; and

WHEREAS, this License is revocable at-will by the City Manager and without the consent of the Licensee pursuant to the notice provisions of Section 18 herein as applicable; and

WHEREAS, this License does not transfer an interest, a right to use for any general purpose, or any right to exclude the City from any right in real property, including any leasehold interest in real property owned by the City; and

WHEREAS, this License does not convey, confer or transfer a right to use any real property for any general purposes; and

WHEREAS, this License does not convey, confer or transfer any right to exclude the City from any real property; and

WHEREAS, this License permits only certain, enumerated, specific and listed permitted uses and does not permit anything further; and

WHEREAS, the Parties jointly and voluntarily stipulate as to the accuracy of these recitals;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

1. Recitals.

The foregoing recitals are hereby incorporated and made a part of this License.

2. Definitions.

- a) "City Manager" is the City Manager for the City of Miami.

- b) "City" shall mean the City of Miami, a Florida municipal corporation, for purposes of this License in day to day decisions the City shall mean the "City Manager," unless a different City body or official is specifically designated in this Agreement.
- c) "Board of Trustees for Internal Improvements Trust Fund" (hereinafter "TIITF") shall refer to the state agency that owns state-owned lands and administers these state owned lands through its administrative agency, the State of Florida Department of Environmental Protection ("DEP").
- d) "DEP" shall mean the State of Florida Department of Environmental Protection, which is the government agency overseeing the administration of state-owned submerged lands on behalf of TIITF.
- e) "Director" shall mean the Director of the City of Miami's Department of Real Estate and Asset Management.
- f) "Effective Date" of this License is the date of execution of the License by the last of the Parties.
- g) "Environmental Laws" means all applicable requirements of federal, state and local environmental, public health and safety laws, regulations, orders, permits, licenses, approvals, ordinances and directives, including but not limited to, all applicable requirements of: the Clean Air Act; the Clean Water Act; the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Occupational Health and Safety Act; the Toxic Substances Control Act; the Pollutant Discharge Prevention and Control Act; the Water Resources Restoration and Preservation Act; the Florida Air and Water Pollution Control Act; the Florida Safe Drinking Water Act; and the Florida Environmental Reorganization Act of 1975.
- h) "Force Majeure" means an event whereby the Property, or any portion thereof, shall be destroyed or damaged, as a result of any event beyond

human control, including but not limited to acts of national security, national emergency acts of God, war, act or threats of terrorism, Government regulation, strikes (other than strikes of Licensee's employees), fire or other natural calamity, disorder, civil disobedience, curtailment of transportation facilities or service, or any occurrence which makes it inadvisable, illegal, or impossible for Licensee to perform its obligations under this License.

- i) "Gross Receipts" shall mean all revenue received by the Licensee derived directly from business operations located on, consummated, initiated or concluded on or at the Property, including business made or performed by means of maritime vessels or mechanical or other vending devices, whether such sales shall be credit or cash sales or otherwise. Gross Receipts shall be reduced by: (i) cash or credit refunds for returned merchandise provided said amounts had been previously included as part of Gross Receipts; (ii) amount of any sales or excise tax levied upon any sales, rentals and/or services rendered and payable to the appropriate governmental authority; (iii) exchanges of merchandise between different locations of Licensee; (iv) gratuities paid to employees; and (v) interest earned on Licensee's deposit accounts, earnings or profits on Licensee's investments, and similar passive or investment income of Licensee; (vi) sales by other vendors for which the sales proceeds is not distributed in whole or in part by the vendor to the Licensee (i.e. sale of a vessel in which no payment in any manner, including, without limitation, a percentage or a commission is paid to the Licensee but rather the sales proceeds is retained by the Vendor).
- j) "Income" shall have the meaning ascribed to it in Section 4C.
- k) "License Period" shall mean the period of time from twenty one (21) days prior to the start to fourteen (14) days after the end of the Boat Show.
- l) "Parking Income" shall have the meaning ascribed to it in Section 24.
- m) "Percentage Fee" shall have the meaning ascribed to it in Section 7A.

- n) "Permitted Uses" shall mean the occupancy and use of the Property for the following primary and ancillary uses as further defined in Exhibit "F", which complies with the Miami 21 Zoning Code. Specifically this involves the presentation of the MIAMI INTERNATIONAL BOAT SHOW and its affiliated components ("Boat Show").
- o) "Property" shall mean approximately fifteen (15) acres of upland and one hundred forty seven (147) acres of submerged lands owned by the City located at Virginia Key, Miami, Florida, as more particularly described in Exhibit "A" encompassing the areas surrounding the Marine Stadium and the City-owned property located on the east side of the Miami-Dade County Water & Sewer Department (WASD) Treatment plant.
- p) "Security" has the meaning ascribed to it in Section 8.
- q) "Submerged Lands" shall mean the water basin abutting the City-owned upland portion of Virginia Key, Miami, Florida.
- r) "Submerged Lands Area" shall refer to any demarcated water area, should they become available, abutting the Property and proposed for commercial and/or public use by the Licensee and/or its patrons.
- s) "Use Fee" shall have the meaning as set forth in Section 7A.

3. Permitted Uses.

Subject to existing zoning and other governmental restrictions and the issuance of this License, this License authorizes the Licensee to occupy and use the Property for the Permitted Uses, as defined in Section 3 hereof.

Licensee shall operate, manage, supervise and administer activities for its use of the Property as an independent contractor and not as an employee of the City. Licensee may request written consent from the City Manager or his/her designee to use the Property for any other use, but shall not be authorized to use the Property for that use until Licensee has received the written consent of the City Manager or his/her designee, which consent may be conditioned or withheld in the sole discretion of the City Manager or his/her designee.

The Property shall be used and occupied by the Licensee solely for the purposes of presenting the Boat Show, selling, using or displaying any goods and/or products related to the Boat Show (such as boats, engines, marine accessories and products that have a marine application), including those goods, services, products and supplies used in, or which service, the marine industry and recreational boating on, to, or from the Property, and to grant to third parties the right to sell, use or display any goods or products on, to, or from the property (collectively the "Permitted Uses").

Subject to all applicable zoning ordinances, Licensee shall at all times, have the right to promote, advertise and display within the Property during the Boat Show: (i) the goods and products and the name and logo of any third party with whom Licensee has entered into any agreement relating to the sale and use of such products by Licensee on or from the Property; (ii) the goods and products and the name and logo of any sponsor of the Show; and (iii) the name and logo of any charity organization with which Licensee is associated.

All products, displays, goods, and advertisements are permitted, subject to the approval of the City Manager or designee which approval shall not be unreasonably withheld. Licensee will provide to the City prior to the occupation of the Property, to be attached in Exhibit "F" the following: (i) a current listing of the category of goods and products to be sold, used or displayed on the Property during the Show; and (ii) the current list of all sponsors of the Show that will be promoted, advertised or displayed on the Property during the Show respectively. The City Manager has approval, or shall have approved such lists prior to the use of the Property. Licensee shall provide to the City at least thirty (30) days prior to the beginning of the Show, Exhibit "F" of all additional sponsors of the Show that will be promoted, advertised or displayed on the Property during the Show. Within five (5) business days from receipt of Licensee's list of sponsors, the City Manager shall approve or disapprove such list and confirm the terms and conditions of the City's sponsorship agreements or any other City agreements or applicable law that prevents Licensee from: i) selling, using or displaying these goods and products; or ii) promoting, advertising or displaying such sponsors on the Property during the Show. If the City

Manager does not disapprove the list(s) within five (5) business days of receipt of same, said list will be deemed approved for purposes of this Section 3 of Permitted Uses.

Should the Licensee require the use of the Submerged Lands abutting the Property for its activities for a water-dependent commercial use, the Licensee shall apply and City shall, at no cost or expense to the City, assist with any required applications to TIITF/DEP for a Temporary Use Agreement ("TUA") and Submerged Land Lease for the benefit of the Licensee. The Licensee shall be required to pay for all costs, fees, and expenses associated with the application to TIITF/DEP for a pass-through TUA and Submerged Lands Lease ("DEP Lease") to the City, including but not limited to survey fees required to identify and demarcate the proposed Submerged Lands Area according to DEP survey standards, TIITF/DEP back-fees, if any, TUA and Submerged Land Lease application fees and annual DEP lease fees. The use of the Submerged Lands Area of the Property is subject to the approval of TIITF/DEP for a Temporary Use Agreement and/or Submerged Lands Lease to the City, as applicant and shall be subject to any restrictions set forth by TIITF/DEP for the use of said Property, as more particularly described in prospective Exhibits "C" attached hereto to be incorporated and made a part hereof.

Licensee will be responsible for dock construction within the basin, as well as securing all required permits necessary for the construction and performing any mitigation required by permitting agencies. Licensee will also be responsible for the prompt removal of the dock and any restoration that may be required by the City or permitting agencies after the last day of the Boat Show. The City will be responsible for all site work performed on the upland, and securing the necessary upland permits (excluding those related to alcoholic beverages).

Licensee will be responsible for cost of all city-related services provided within the Boat Show footprint and adjacent areas, inclusive of any off-site properties (i.e. Rusty Pelican, Whiskey Joes etc., et. al.) that are needed or otherwise used to support an event of this magnitude with regard to off-duty law enforcement, fire-rescue personnel, and solid waste services to haul away solid-waste on a regular basis from designated garbage areas (large open-top bins). Licensee will be responsible for hiring a security firm and janitorial company to provide all necessary personnel to perform customary services.

Licensee will be allowed to secure access to the basin adjacent to the Marine Stadium during the Show to provide security for vessels at the temporary dock.

4. Manner of Property Use.

Licensee's use of the Property is non-exclusive and Licensee acknowledges and agrees to abide by the terms and obligations as set forth in the services to be provided, the manner of operation, use areas and maintenance and utility obligations, provided however, the City agrees not to enter into another License or other similar Agreement on this Property that would interfere with or disrupt Licensee's ability to operate on the Property and/or the Submerged Lands Area so long as this License is in effect.

No other City lessee or licensee may use space on the property in competition with the Boat Show during the five (5) days of the Boat Show event.

The Licensee will be allowed to use the property for the purpose of conducting the Show for a five (5) day period encompassing President's Day Weekend. Admission by the public to The Boat Show shall be no earlier than 10:00 am and no later than 8:00 pm on the designated Show dates (Thursday through Monday of President's Day weekend on any given year). Exhibitors and Contractors may enter the Property beginning at 6:00 am. NMMA Staff will have 24 hour access to Show Property during the License Period. Licensee will ensure that individuals who have boats docked in the various marinas throughout the Property will have full access to their boats before 9:00 am and after 8:15 pm on the days of the Boat Show. Marina customers will have full access to their boats during all operational hours of the marinas during the Setup and Takedown periods.

The Licensee will be permitted access to the Property to set up and erect necessary equipment up to twenty one (21) days before the commencement of the Show. The Licensee will be permitted access to the Property to remove and take down equipment up to fourteen (14) days after the final date of the Show. If necessary, additional time may be provided subject to City Manager approval, which shall not be unreasonably withheld. If additional time is required by NMMA, NMMA will have to work around any events

that the City may have scheduled to avoid impacting City revenues, or may otherwise compensate the City for impacted revenues. The City will not unreasonably restrict access to NMMA for Setup. The Licensee has no right to access the Property at any other time or date.

To the maximum extent possible, deliveries of containers, equipment, vessels, etc. for the show shall be taken to the staging area which is the portion of the Property located east of the Water and Sewer Department (WASD) Treatment facility. During the Setup and Takedown periods, freight trucks for pre-shipped items to the staging area will be restricted to the hours between 8:00 pm and 6:00 am so as to minimize traffic disruptions on Rickenbacker Causeway. The Licensee will be required to hire off-duty law-enforcement officers as determined by the City to help minimize traffic disruptions. Containers, equipment, vessels, etc. will be released from the staging area and moved to the exhibition space area (areas adjacent to the Marine Stadium) in a manner that does not disrupt traffic on the Rickenbacker Causeway.

A. Reduction of Property Licensed.

Licensee may reduce the Property licensed or needed provided that the City Manager receives prior written notice no less than twelve (12) months prior to the event date outlining the reduction in space requested. In the event of such conditions are met, the City shall credit the Licensee for all Use Fees that are paid by subsequent Licensee. Otherwise, Licensee will be responsible for full payment of all required Use fees.

B. Reduction of Upland Space.

The City may at its sole discretion, reduce the space provided for the Boat Show by providing written notice to Licensee no less than twelve (12) months prior to the event date without penalty to Licensee. To the extent the Boat Show's upland space is reduced by more than ten percent (10%) around the marine stadium subject to prior twelve (12) months written notice, the Use Fee will be reduced proportionately. A reduction of 10% or less of upland space around the

marine stadium will have no effect on the Use Fee. Further, to the extent the reduction of space materially or adversely impacts the ability to conduct the show because it is more than ten percent (10%) contiguous area around the marine stadium in the determination of the Licensee, Licensee shall have the ability to terminate this Agreement without liability to the City by giving notice in the manner specified in Section 33.

C. Concessions, Food & Beverage, Novelties, Marketing, Private Sector Sales.

Any and all Income received from any Concessions, or any sales at the Boat Show, whether at the Property or adjacent off-site properties (i.e. Rusty Pelican, Whiskey Joes, etc.) during the Boat Show dates (including Setup and Takedown dates), Food & Beverage vendors, novelties, sales percentages, markups or sales percentages from any restaurant vendors or operators, any marketing sales or any other private sector sales as a result of the Boat Show shall be divided evenly, fifty percent (50%) to each Licensee and Licensor. Income shall be defined as any net profits received by the City after any costs incurred are paid including, but not limited to, payment transaction fees, attendants, and any cost incurred in the sales are paid at the Property or on Rickenbacker Causeway, any fees due to concession operators or concession owners are paid, and any percentage owed to outside third parties are paid to their respective operators ("Income").

D. Dispensing of Alcoholic and Non-alcoholic Beverages.

The City of Miami reserves the right to restrict alcohol sales in all City owned properties and/or operated facilities. Subject to the Licensee complying with all requirements, the City Commission has elected to allow for the sale of alcoholic beverages in conjunction with the Boat Show. The City of Miami reserves the right to designate the location of all alcohol vending stations. All required liquor permits shall be filed with the City Manager at least ten (10) days before the commencement of the Boat Show.

- i) No glass bottles are allowed to be dispensed.
- ii) Alcohol sales to the public on the Property must cease one (1) hour prior to the end of the event, with the exception of privately hosted events.

The concessionaire(s), who for purposes of this Section is/are an authorized agent(s) of the Licensee, are jointly and severally responsible for obtaining all applicable alcoholic beverage permits from the State of Florida Alcohol & Beverage Department of Business Regulation. In order to obtain a liquor permit, the Concessionaire must follow the guidelines set forth by the State of Florida and with complying with all State of Florida Licensing, City Code and Zoning Ordinance requirements for dispensation of alcoholic beverages. Those steps include:

- i) Providing City with General Liability and Liquor insurance, subject to the written approval of the City's Risk Manager, whereupon City will provide a zoning letter
- ii) Zoning approval
- iii) Department of Revenue approval
- iv) Obtaining license from Department of ATB
- v) All taxes, related to the sale of alcoholic beverages, are the responsibility of the concessionaire.

E. Alcohol Wrist Band Policy.

All concessionaires vending alcoholic beverages in City operated facilities will be required to use wristbands to identify consumers of legal age. Failure to comply with this rule, whether by the concessionaire or their representative, may result in the immediate cancellation of alcohol sales. Concessionaires are required to provide wristbands. If concessionaire fails to provide wristbands, the bands will have to be purchased from City at a cost of ten cents (\$0.10) per wristband.

F. Legal Requirements

Concessionaires, as a condition precedent to vending alcoholic beverages, beer, or wine, must comply with regulatory requirements, all State of Florida, Miami-Dade County, and City requirements, as set forth in the City of Miami City Code and Zoning Ordinance(s).

5. Additional Expenses.

Under no circumstances will the City be liable for any costs or expenses incurred by Licensee under this License or as a result of its operations or related activities beyond those that are expressly and specifically set forth in this License.

6. Occupancy and Use Period.

There is no stated or expressed term for this License. It has an indefinite term and may be revoked at the will of the City Manager, for convenience and without cause. The Effective Date of this License is the execution date of the License by the last of the Parties and shall continue until Revocation/ Cancellation at Will by the City Manager, for convenience as provided in Paragraph 19 herein, or terminated by the following:

- a) Termination at will, subject to the notice provisions of Section 33 herein
- b) Termination due to an assignment as provided in Section 17
- c) Termination for cause under Section 19

Not later than one hundred eighty (180) days prior to the use of the Property, the Licensee shall deliver to the City, for the City Manager's approval, which approval shall not be unreasonably withheld, a preliminary site plan setting forth the location of Licensee's installations and equipment on the Property, including, without restriction, the location of the Licensee's tents, ticket box office, concession and food stands, and vans ("Construction Plan Staging"). Final Site Plan shall be due to the City not later than sixty (60) days prior to the use of the Property. The City Manager, or his designee, shall approve or disapprove, which disapproval shall state the reasons within five (5) business days after its receipt. Once approved by the City Manager in writing to the Licensee, the

Construction Plan Staging shall be incorporated into and made a part of this Agreement as Exhibit "D" All vehicles required by the Licensee, its consultants, sub consultants, contractors, sub- contractors, vendors, and all other users required for the Show shall at all times during the occupancy period be provided with full uninterrupted access to the Property and have the right to circulate within the Property.

The Licensee shall maintain access for City of Miami emergency vehicles on the Property at all times.

The Licensee will be allowed to occupy the property for the purpose of conducting the Show for a five (5) day period encompassing President's Day Weekend between February 11, 2016 and February 15, 2016. The Parties will use their best efforts, subject to the revocation provisions in Section 18 of this License, to conduct subsequent Shows for future five day periods encompassing President's Day weekends through and inclusive of President's Day.

Notwithstanding the foregoing the parties agree that, if this License is still in effect, within five (5) years of the presentation of the first Boat Show, the administrators of the respective parties will convene a meeting in Miami, Florida to discuss the viability of continuing the Boat Show on the Property and, if it is to continue, whether the terms and conditions applicable to the Boat Show should be modified by agreement of the parties. At any other time if it is the City's intent to terminate the license agreement, the City will provide three hundred (300) days written notice.

7. Fees.

A. Use Fee.

In consideration of this License, Licensee shall pay to the City an amount equal to One Million One Hundred Thousand Dollars (\$1,100,000.00) ("Use Fee"), plus fifty percent (50%) of the Income as defined in Section 4C and Parking Income as defined in Section 24, resulting from any and all food and beverage concessions and/or parking at the Boat Show or any adjacent off-site properties ("Percentage Fee") per year, plus State of Florida Sales and Use Tax, and any similar State or County levies or impositions, payable in the manner set

forth in Section 7(D) below for the use of the Property. Subject to compliance with applicable laws, approvals and regulations, the Parties shall use their best efforts for the Boat Show's production on the Property in future years. Should the Boat Show occur in the future on the Property, the Use Fee shall be increased on an annual basis by the greater of three percent (3%) or CPI adjustment, whichever is greater. The Licensee will provide a financial report detailing all the Gross Receipts, profit and losses, and all related accounting for all food and beverage concessions which shall be signed and certified to be complete and correct by an officer of Licensee. Gross Receipts and Concession Income or Income as defined in Sections 4C and Parking Income as defined in Section 24 may be subject to audit by the City as described in Section 14. Any intentional misstatement of any financial reporting, including, but not limited to Gross Receipts, Income and Parking Income will constitute a default under this Revocable License. Payments for the Percentage Fee as applicable will become due sixty (60) days after the last day of the Boat Show.

B. Boat Show Pre-Payment for City Services.

City expressly reserves the right to require the Licensee to pay for all estimated expenses, as well as the City of Miami required services, prior to event load-in. Payment must be remitted no later than seven (7) business days prior to event load-in, in immediately available funds payable to the City of Miami.

C. Condition of Property/Damage Deposit.

City expressly reserves the right to collect a damage deposit ("Damage Deposit") for all Shows and to set the amount of that deposit on a Show-by-Show basis. City will survey the property for damages within five (5) business days after event and if damage is found, City will advise the promoter of any additional charges.

Upon execution of License, Licensee shall furnish the City with a One Hundred Thousand Dollar (\$100,000.00) Damage Deposit in the form of a money

order, cashier's check, company check, or cash. At the end of the event or upon earlier termination of this Agreement, Licensee shall remove from the Property all tents, equipment and other personal property placed by it on the Property and return the Property to the City in the same condition in which it was when Licensee first entered the Property, except for normal wear and tear, damage to ground surface except as provided for in this paragraph, and any destruction of the Property occasioned by an event of force majeure (as defined in Section 2(h)above). Notwithstanding the above, before the last day of the License, any and all materials, objects and/or liquids, fluids, vessels, storage containers, any Hazardous Materials (as defined in Paragraph 32 below) and/or spills shall be removed and cleaned, all holes, trenches in the paving shall be filled by Licensee and any protuberances (such as "speed bumps") made by Licensee shall also be removed from the paving.

Before the first day of move in and the day after the last scheduled date of move out, a duly authorized representative of the City and of Licensee shall together inspect the Property to evaluate and note the state of the Property. After the second inspection, both representatives shall establish in writing any repair to be done by Licensee, the time schedule to perform such work and the inspection date of such work. In the event repairs or work is required to return the Property to the condition it was prior to Licensee's entry upon it, the amount of the deposit shall be applied toward the payment of necessary repairs or work. In the event the amount necessary to repair the damages exceeds the Damage Deposit, Licensee agrees to pay the balance to the City, upon the City's request. If the City is satisfied with the return condition of the Property, the City agrees to sign the release form attached as Schedule "H" hereto. In the event the deposit has not been entirely used by The City to repair damages to the Property, the balance of the Damage Deposit shall be reimbursed to Licensee not later than thirty (30) business days after the termination of the Show.

In the event that Licensee fails to remove any personal property, equipment and fixtures from the Property within twenty-four (24) days following the close of the Boat Show, then said property shall be deemed abandoned and thereupon shall become the sole personal property of the City. The City, at its sole discretion and without liability, shall remove the same and Licensee shall reimburse the City for all costs associated with such removal and disposal within ten (10) business days following such removal.

D. Payment of Use Fee.

Licensee shall pay to the City the Use Fee plus State of Florida Use Tax, if applicable, within the time provided in Section 7 for the license in accordance with the schedule in Exhibit G.

Payments of the Use Fee, as applicable shall be made payable to "City of Miami" and shall be mailed to 444 S.W. 2nd Avenue, 3th Floor, Department of Real Estate and Asset Management, Miami, Florida 33130, or such other address as may be designated in writing from time to time from the City Manager or his/her authorized designee.

8. Security Deposit.

Simultaneously with the execution of this License, the Licensee shall deposit with City a Security Deposit in the amount of Twenty Five Thousand Dollars (\$25,000.00) as guarantee for the full and faithful performance by Licensee of all obligations of Licensee under this License or in connection with this License ("Security").

If Licensee is in violation beyond any applicable notice or cure period, the City may use, apply or retain all or any part of the Security for the payment of (i) any fee or other sum of money which Licensee was obligated to pay but did not pay, (ii) any sum expended by City on Licensee's behalf in accordance with the provisions of this License, or (iii) any sum which City may expend or be required to expend as a result of Licensee's violation. Should the City use, apply or retain all or any part of the Security, Licensee shall reimburse the amount used, applied or retained within thirty (30) days of the City's

application of the Security. The use, application or retention of the Security or any portion thereof by the City shall not prevent the City from exercising any other right or remedy provided for under this License or at law and shall not limit any recovery to which the City may be entitled otherwise.

Provided Licensee is not in violation of this License, the Security or balance thereof, as the case may be, shall be returned to Licensee not later than ten (10) business days after the end of the Boat Show or upon the date after which Licensee has vacated the Property in the same condition or better as existed on the Effective Date, ordinary wear and tear excepted. Upon the return of the Security (or balance thereof) to the Licensee, the City shall be completely relieved of liability with respect to the Security. Licensee shall not be entitled to receive any interest on the Security. As this is a License, the Parties stipulate that Chapter 83, Florida Statutes, does not apply to the Security and this is NOT a Landlord/Tenant Agreement.

9. Annual and Other Submerged Lands Fees.

Should the Licensee apply for a TUA and Submerged Land Lease for the benefit of the Licensee, Licensee shall be obligated to pay an Annual Submerged Lands Fee as determined by TIITF/DEP in consideration for the commercial use of the Submerged Lands abutting the Property ("Annual Submerged Lands Fee"). The Annual Submerged Lands Fee shall be due and payable within ten (10) business days of Licensee's receipt of invoice. Unless otherwise instructed by TIITF/DEP, said fee shall be payable by the Licensee to the City, and the City shall forward said fee to TIITF/DEP. If remitted to the City, Licensee agrees to remit the Annual Submerged Lands Fee to the City's Department of Real Estate and Asset Management ("DREAM"), 444 SW 2nd Avenue, Miami, FL. 33130, Attention: DREAM, within ten (10) business days of being billed by the City for the same. Licensee shall further be obligated to submit to the City for remittance to the TIITF/DEP any and all documents and reports required by TIITF/DEP which may include, but is not limited to, disclosure of any income from wet slips for the Submerged Lands Area.

10. Returned Check Fee.

In the event any check is returned to the City as uncollectible, the Licensee shall pay to the City a returned check fee (the "Returned Check Fee") based on the following schedule:

<u>Returned Amount</u>	<u>Returned Check Fee</u>
\$00.01 - \$50.00	\$20.00
\$50.01 - \$300.00	\$30.00
\$300.01 - \$800.00	\$40.00
OVER \$800	5% of the returned amount.

Such Returned Check Fee shall constitute additional fees due and payable to the City by Licensee, upon the date of payment of the delinquent payment referenced above. Acceptance of such Returned Check Fee by the City shall not, constitute a waiver of Licensee's violations with respect to such overdue amount nor prevent the City from the pursuit of any remedy to which the City may otherwise be entitled. In the event the City must institute a civil suit to collect a returned check, the City shall be entitled to recover a reasonable attorney's fee as provided by Florida Statutes.

11. Late Payments.

Licensee hereby acknowledges that late payment of undisputed charges by the Licensee to the City of the Use Fee and other sums due hereunder will cause the City to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of the Use Fee or any other undisputed sum due from Licensee shall not be received by the City within fifteen (15) days after the date on which such undisputed sum is due; Licensee shall pay to the City a late charge equal to five percent (5%) of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs the City will incur by reason of late payment by Licensee. Acceptance of such late charge by the City shall not constitute a waiver of the Licensee's default with respect to such overdue amount, nor prevent the City from exercising any of its other rights and

remedies granted hereunder or at law or in equity. The terms of this Section shall not apply to any charges which are the subject of a good faith dispute which are promptly controverted in writing setting forth all pertinent details .by the party seeking to avoid payment. Promptly shall mean within five (5) business days of the due date.

Any amount not paid to the City within fifteen (15) days after the date on which such amount is due shall bear interest at the rate of Eleven and One Half Percent (11.50%) per annum from its due date. Payment of such interest shall not excuse or cure any default by Licensee under this License.

12. Utilities.

Licensee shall pay for all utilities and services, including but not limited to, electricity, water, storm water fees, gas, telephone, telecommunications, garbage and sewage disposal used by Licensee during its occupancy of the Property as well as all costs for installation of any necessary lines and equipment. City, at its sole cost, shall upgrade and install all utilities and separate utility meters required onsite. Licensee, for its use, shall be billed by the City for all such utility services used during the event. In the event that the City is billed for any utility or service that is a result of Licensee's use of the Property, the Licensee shall reimburse such amount to the City within ten (10) business days of notification of the City's receipt of said bill.

The City, acting by and through its City Manager, reserves the right to interrupt, curtail or suspend the provision of any utility service, including but not limited to, heating, ventilating and air conditioning systems and equipment serving the Property, to which Licensee may be entitled hereunder, when necessary by reason of accident or emergency, or for repairs, alterations or improvements in the judgment of the City Manager desirable or necessary to be made or due to difficulty in obtaining supplies or labor, or for any other cause beyond the reasonable control of the City. The work of such repairs, alterations or improvements shall be prosecuted with reasonable diligence.

The City shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Licensee or for any limitation of supply resulting from governmental orders or directives. Licensee shall not claim any

damages by reason of the City's or other individual's interruption, curtailment or suspension of a utility service, nor shall the Revocable License or any of Licensee's obligations hereunder be affected or reduced thereby.

13. Taxes.

If Property were to become taxable, Licensee will pay its proportionate share of taxes for the number of days of the event, calculated on a full calendar year of three hundred and sixty five (365) days.

Licensee will be responsible for payment of sales and use taxes, parking surcharges and similar governmental impositions or levies.

14. Sales Records.

All records and accounts including invoices, sales slips, bank statements or duplicate deposit slips, and all other supporting records, shall be available for inspection and audit by the City and its duly authorized agents or representatives during business hours, and shall be maintained in accordance with generally accepted accounting principles. The Licensee shall keep and preserve, or cause to be kept and preserved, said records for not less than thirty six (36) months after the termination of this License. For the same period of time, Licensee shall also retain copies of all sales and tax returns covering its operations at the Property, in its local office of operations, and any other governmental tax or other returns, which show the Licensee's reasonable sales therein, and shall, upon demand, deliver photographic or scanned copies thereof to the City at no cost.

The Licensee will cooperate with the City's internal auditors and/or such other auditors designated by the City in order to facilitate the City's examination of records and accounts. If such examination of records and accounts shall disclose a liability for additional Use Fees in excess of the Use Fees theretofore paid by the Licensee for the period in question, the Licensee shall promptly pay such additional Use Fees. If such examination of records and accounts shall disclose an overpayment of the Use Fees

theretofore paid, the City shall promptly credit the excess to the Licensee. However, upon the cancellation or termination of this License, and provided Licensee is not in violation of this License, if such overpayment has not been fully credited by the City, the City shall pay the Licensee the balance of the outstanding overpayment within thirty (30) days of such cancellation or termination.

15. Licenses, Authorizations and Permits.

Licensee shall obtain, or cause to be obtained, and maintain in full force and effect throughout the term of this License, at its sole expense, all licenses, authorizations and permits that are necessary for Licensee to conduct its Boat Show commercial activities.

Licensee shall be responsible for paying the cost of said applications and obtaining said licenses, authorizations and permits.

A. Vendor Regulations.

The Licensee's lay-out for all food and exhibition areas must be developed in cooperation with the City of Miami Fire Rescue Department to meet all applicable life-safety requirements. There can be no deviation from this plan. Without exception, the Licensee shall fill out and deliver to the City Event Coordinator a complete layout of vendors. This layout is to be delivered seven (7) business days prior to the start of the Show.

1) **NOTE:** Certain vendor equipment (i.e. freezers, refrigerators, blenders, etc.) often require special electrical power needs. Vendors may be required to provide their own generator(s). Please contact the City's Special Events Coordinator at least seven (7) business days prior to the event if vendors will be using equipment that requires electrical power in excess of standard household current (110 volt/16 amps).

2) All food preparation areas require a tent. Subject to City Event Coordinator approval, food carts and self-contained concession stands do not require a tent. Two (2) 10 lb. ABC fire extinguishers are required at each food vendor location. If hot grease or oil is used in food preparation, one (1) 10 lb.

40BC fire extinguisher is required. The vendor/promoter is responsible for providing all fire extinguishers. All extinguishers will be checked by the Fire Marshal.

3) If cooking oils or grease are used, all waste products must be disposed of in permitted grease traps/containers or in metal containers provided by the City. Metal bins are available for charcoal disposal. Do not dispose of used charcoal on the grass. Place all trash in the barrels provided. Additional trash bags are available upon request. At the close of the event, please leave the full bags behind your location.

4) Do not use frayed or unsafe extension cords.

5) Storage vehicles must be removed from the Property no later than two hours prior to the scheduled start of the event. All vendors are responsible for parking their vehicles off-site. Due to space restrictions, there is no vendor parking on the property.

6) Each vendor shall display a current occupational license with valid signature. Such license shall be visible and clean. Each vendor shall also display food products, vendor's name, and phone number.

7) The Florida Department of Business and Professional Regulation ("DBPR") will have inspectors on-site to collect a temporary license fee. If you are an owner or employee of a licensed, permanent restaurant you may be exempt from this fee. You must provide a copy of the license to the DBPR inspector in order to receive this exemption. All promoters are responsible for contacting the DBPR regarding vending regulations and license fees.

8) City will regularly inspect vendor areas for compliance. Failure to comply will result in loss of damage deposit. Continuing failure to comply will result in permanent termination of the right to vend in all City facilities.

B. Location Releases.

The City will execute and provide to Licensee, forthwith upon demand by Licensee and without any fee or charge to Licensee, all "location releases" and similar authorizations as may be required from time to time by Licensee in order to

allow audiovisual television or film producers to film the Property or any Show to be performed on the Property.

16. This License Confers No Exclusive Possession of the Property.

This License confers no exclusive possession of the Property, provided however, the City agrees not to enter into another License or any other similar Agreement on this Property that would interfere with Licensee's ability to operate for the Permitted Uses on the Property and/or the Submerged Lands Area so long as this License is in effect. This will not be construed to prevent the Licensee from restricting access to the Boat Show. The Licensee cannot exclude the City from the Property.

The City agrees not to use or Permit others to use the Property and facilities under the control of the City during the License Period except as mutually agreed by the City and Licensee.

Licensee acquires no exclusive right to use the facilities other than the operation of the demised Property during the term of this License.

This License solely authorizes Licensee to the temporary use of the Property for the limited purposes set forth herein and for no other purpose. The Parties hereby agree that the provisions of this License do not constitute a lease. The rights of Licensee hereunder are not those of a tenant, but are a mere personal privilege to do certain acts of a temporary character on the Property and to use the Property, subject to the terms of this License. The City retains dominion, possession and control of the Property. Therefore, no lease interest in the Property is conferred upon Licensee under the provisions hereof. Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of this License or its use of the Property hereunder. Additionally, Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of any expenditure of funds by the Licensee for improvements, construction, repairs, partitions, or alterations to the Property which may be authorized by the City Manager or his/her designee.

17. This License is Not Assignable.

The City has relied on the extensive and unique reputation and experience of Licensee in granting this License. The License is personal to the Licensee. Licensee shall not sell or assign this License or any part thereof to any other party. The License granted by this License is personal to the Licensee. Any assignment of this License contrary to the foregoing provision, whether voluntary or involuntary, shall be void and shall confer no right upon such assignee, shall constitute a default under this License, and shall result in an automatic revocation of the License and the immediate forfeiture of the rights of Licensee hereunder.

18. Cancellation / Revocation-at-Will by the City Manager without Cause.

The City Manager may cancel or revoke this License without cause that is for convenience, at any time, with written courtesy notice of the City Manager to Licensee, giving not less than three hundred (300) days prior written notice of the revocation to the Licensee. Such notice should be given in the manner specified by Section 33. This License that is granted to the Licensee is revocable-at-will by the City, through its City Manager, without the consent of the Licensee, in accordance with this License being by express understanding of the parties a Revocable at Will License.

A. Ancillary Expenses.

One-hundred percent (100%) of ancillary expenses must be paid seven (7) days prior to the event opening date. Any overage will be refunded to the Licensee within thirty (30) days of event closing, or shall be applied to the overall fee paid by Licensee to the City. Ancillary expenses include, but are not limited to, electrical, mechanical, plumbing, utility, telecommunications and/or information technology, salary costs to any third party vendor or personnel supplier, labor costs including any tax or burden costs, equipment rental and any other services provided by the City or its subcontractors. The Licensee shall provide detailed event estimates and projections as early as possible in order for cost projections to be prepared.

B. Final Settlement.

Following the close of the Boat Show, the City shall invoice the Licensee for the balance of all unpaid fees, invoice, and or expenses. The undisputed portion of said invoice shall be due and payable within thirty (30) days of receipt of final billing. After the thirty (30) days, interest on the undisputed unpaid balance shall accrue at the rate of eleven and one half percent (11.50%) per month.

C. Advanced Fees.

Any advance fees listed in Exhibit G paid by Licensee are non-refundable, unless expressly stated otherwise in this contract.

19. Termination for Cause.

Each party agrees to abide by each and every term and condition of this License. If either party materially breaches the terms, restrictions or conditions of this License, then the nonbreaching party shall give the breaching party twenty (20) days written notice within which to cease such violation or correct such deficiencies. Upon the breaching party's failure to do so, the nonbreaching party may cancel this License upon giving ten (10) days written notice to the breaching party and thereafter the License shall be deemed automatically canceled without the necessity for further action by the nonbreaching party.

Termination for cause shall include, without limitation, any one of the following acts or omissions:

- (a) Failure to pay any payment or any portion thereof within ten (10) days of due date;
- (b) Failure to carry insurance as required in this License
- (c) Any other event which the City Manager deems to be a material default;
- (d) Failure to comply with the terms and conditions of this license which are material or substantial in nature

Notwithstanding this provision or any other provision in this License, this License extended to the Licensee is revocable-at-will by the City, through its City Manager, without the consent of the Licensee.

20. Hotel Room Blocks for the Boat Show

Recognizing that forty percent (40%) of Miami International Boat Show attendees come from outside the State of Florida, it is critical to the success of the Boat Show that there be sufficient appropriate hotel rooms available during the License Period. The City agrees to use its reasonable efforts to encourage the Miami hotel community to provide significant room blocks to the Licensee or its agent.

21. Improvements, Alterations, Additions, or Replacements.

As a further condition of the use of the Property, the City has agreed to make certain improvements to the Property as more particularly described in Exhibit "D" attached hereto ("Improvements") and shall implement such improvements according to the time-schedule provided therein. The City is making improvements to the Property in an amount not to exceed Sixteen Million Dollars (\$16,000,000). The Improvements made by the City are part of the City's vision to improve Virginia Key and enhance its features, benefits, and accessibility usage in general.

Licensee will be erecting or constructing temporary improvements for the Boat Show separate and apart from the City's Improvements. Licensee shall coordinate all temporary improvements with the City, and shall work with the City to coordinate said temporary improvements. Except in the event of an emergency, Licensee shall not make any other additional repairs or alterations required or permitted to be performed by Licensee unless and until Licensee shall have caused plans and specifications therefore to be prepared, at Licensee's sole expense, by an architect or other duly qualified person and shall have obtained the approval of the City Manager or his/her designee, which approval may be conditioned or withheld for any or no reason whatsoever. In the event of an emergency, Licensee may reasonably proceed to perform such repair work and shall immediately notify the City of such work.

The Licensee shall submit to the City all plans and specifications for the temporary improvements or any additional repairs or alterations for the Boat Show. The Licensee shall be solely responsible for applying and acquiring all necessary permits, including but not limited to, building permits. The Licensee shall be responsible for all costs associated with any temporary improvements and/or alterations including, but not limited to, design, construction, installation, and permitting costs.

The temporary improvements and all alterations must comply with all statutes, laws, ordinances and regulations of the State of Florida, Miami-Dade County, the City of Miami and any other agency that may have jurisdiction over the Property as they presently exist and as they may be amended hereafter. By the installation of any alteration, addition or replacement, the City shall not be excluded from the Property.

22. Ownership of Improvements.

As of the Effective Date and throughout the use period, all buildings and Improvements thereon shall be vested in the City, including all Improvements described in Exhibit D. Furthermore, title to the Improvements and any and all the Improvements and all alterations made in or to the Property, whether or not by or at the expense of Licensee, shall, unless otherwise provided by written agreement, immediately upon their completion, become the property of the City and shall remain and be surrendered with the Property. It is understood that the Licensee shall clearly identify, by written agreement stated above in this section, and as noted in Section 21, all the temporary improvements that Licensee will be allowed to remove.

23. Reasonable Efforts.

For purposes of this License, the Parties shall make good faith efforts, subject to the revocation provisions in Section 18 of this License, to assist and facilitate future productions of this Boat Show to take place on the Property.

24. Parking

The City, or its agent, will make reasonable efforts to provide any available pre-paid parking for the event at Virginia Key Beach and on City owned property located on the east side of the Water & Sewer Department ("WASD") Treatment plant, and potentially other areas in the vicinity of the Show. The City will provide a shuttle, van or similar service between this parking and the Boat Show for all parking customers. However, since parking is limited, the Licensee agrees to provide sufficient parking locations outside of Virginia Key with adequate shuttle service so that the majority of patrons can be shuttled in to minimize traffic disruptions on the Rickenbacker Causeway. The Licensee agrees to heavily promote the use of the off-site parking.

The Parking Income received from all parking operations on Virginia Key and other areas in the vicinity of the Show operated by the City for the Boat Show shall be defined as Income received by the City after any costs incurred are paid (including, but not limited to, payment transaction fees, parking attendants, and off-duty law enforcement which may be needed to manage traffic operations at the Property or on Rickenbacker Causeway), any fees due to concession operators or concession owners are paid, and any percentage owed to outside third parties are paid to their respective operators ("Parking Income"). All Parking Income received from parking operations shall be split evenly, fifty percent (50%) to each; Licensee and Licensor.

25. Off-Site Agreements

The City agrees to make reasonable efforts to develop agreements with lease tenants on City-owned property on Virginia Key for use by the Licensee during the Show. If successfully agreed to by both parties, these agreements will be included as Exhibits to this agreement. Net revenues from these agreements will be shared by the City and Licensee as outlined in Section 4C.

26. Liens.

The Licensee shall not knowingly suffer or permit any liens to be filed against the title to the Property by any reason whatsoever, including but not limited to, work, labor, services or materials supplied to the Licensee or anyone having a right to possession of the Property as a result of an agreement with or without the consent of the Licensee or Internal Revenue Service (IRS). Nothing in this License shall be construed as constituting the consent or request of the City, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials, for any specific work on the Property nor as giving the Licensee the right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any construction liens against the City's interest in the Property. If any liens shall at any time be filed against the Property, the Licensee shall cause it to be discharged of record within thirty (30) days after the date that it has notice of its filing.

If the Licensee shall fail to discharge a lien within that period, then in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by procuring the discharge of the lien by deposit in court or bonding. The City shall be entitled, if it so elects, to compel the prosecution of any action for the foreclosure of the construction lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor with interest, costs and allowances with the understanding that all amounts paid by the City shall be repaid to the City by the Licensee immediately upon rendition of any invoice or bill. The Licensee shall not be required to pay or discharge any construction lien so long as the Licensee shall in good faith proceed to contest the lien by appropriate proceedings and if the Licensee shall have given notice in writing to the City of its intention to contest the validity of the lien and shall furnish reasonably satisfactory evidence that funds are or will be available to pay the amount of the contested lien claim with all interest on it and costs and expenses, including reasonable attorneys' fees to be incurred in connection with it. The City shall be entitled to pay the lien or compel the prosecution

of any action with respect thereto during any time that the Licensee is contesting such lien.

27. City Access to Property.

The City and its authorized representative(s) shall at all times have access to the Property. The City will maintain a complete set of keys to the Property. Licensee, at its sole cost and expense, may duplicate or change key locks to the Property but not until first receiving written approval from the Director for such work. In the event Licensee changes key locks as approved by the Director, Licensee, at its sole cost and expense, must also provide to the City a copy or copies of said keys, if more than one copy is required.

The City shall have access to and entry into the Property at any time to (a) inspect the Property, (b) to perform any obligations of Licensee hereunder which Licensee has failed to perform after written notice thereof to Licensee, Licensee not having cured such matter within ten (10) days of such notice, (c) to assure Licensee's compliance with the terms and provisions of this License and all applicable laws, ordinances, rules and regulations, (d) to show the Property, to prospective purchasers, tenants or others, and (e) for other purposes as may be deemed necessary by the City Manager or his/her authorized designee in the furtherance of the City's corporate purpose; provided, however, that City shall make a diligent effort to provide at least 24-hours advance notice and Licensee shall have the right to have one or more of its representatives or employees present during the time of any such entry. The City shall not be liable for any loss, cost or damage to the Licensee by reason of the exercise by the City of the right of entry described herein for the purposes listed above. The making of periodic inspections or the failure to do so shall not operate to impose upon the City any liability of any kind whatsoever nor relieve the Licensee of any responsibility, obligations or liability assumed under this License.

28. Safety.

Licensee will allow City inspectors, agents or representatives the ability to monitor its compliance with safety precautions as required by federal, state or local laws, rules, regulations and ordinances. By performing these inspections, the City, its agents, or representatives are not assuming any liability by virtue of these laws, rules, regulations and ordinances. Licensee shall have no recourse against the City, its agents, or representatives from the occurrence, non-occurrence or result of such inspection(s). Upon issuance of a notice to proceed, the Licensee shall contact the Risk Management Department to schedule the inspection(s).

29. No Claim to Assets or Rights of Licensee.

By entering into this License, none of the Parties are granted any assets, rights, titles or interest to the other's assets, rights, title or interests, except as otherwise set forth in this License.

30. Indemnification.

Licensee shall indemnify, defend at its own cost and expense and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this License which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Licensee or its employees, agents or subcontractors (collectively referred to as "Licensee"), regardless of whether such Liabilities are, or are alleged to be directly or indirectly caused, in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of the Licensee to comply with any of the Sections herein or the failure of the Licensee to

conform to applicable statutes, ordinances, permits, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this License, Licensee expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Licensee, or any of its subcontractors, as provided above, for which the Licensee's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation, Jones Act, Longshoreman's Act, or similar laws.

31. Insurance.

Licensee, at its sole cost, shall obtain and maintain in full force and effect, at all times, throughout the period of this License, the insurance coverage as set forth in Exhibit "E" attached hereto and made a part hereof.

32. No Liability.

In no event shall the City be liable or responsible for injury, loss or damage to the property, improvements, fixtures and/or equipment belonging to or rented by Licensee, their officers, agents, or employees, invitees or patrons occurring in or about the Property that may be stolen, destroyed, or in any way damaged, including, without limitation, fire, flood, steam, electricity, gas, water, rain, vandalism or theft which may leak or flow from or into any part of the Property, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Property, or from a hurricane or any act of God or any act of negligence of any user of the facilities or occupants of the Property or any person whomsoever whether such damage or injury results from conditions arising upon the Property or upon other portions of the Property or from other sources. Licensee indemnifies the City, its officers, agents and employees from and against any and all such claims in accordance with the provisions of Section 30 herein.

Licensee further acknowledges that as lawful consideration for being granted the right to utilize and occupy the Property, Licensee, on behalf of itself, its agents,

contractors, concessionaires, invitees, and employees, does hereby release from any legal liability the City, its officers, agents and employees, from any and all claims for injury, death or property damage resulting from Licensee's use of the Property.

Licensee, at its sole cost and expense, at all times and in all respects comply with all federal, state and local laws, statutes, ordinances and regulations, rules, rulings, policies, orders, administrative actions and administrative orders, including, without limitation, any Hazardous Material Laws ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection or the use, storage, disposal or transportation of any flammable explosives, toxic substances or other hazardous, contaminated or polluting materials, substances or wastes, including, without limitation, any "Hazardous Substances", "Hazardous Wastes", "Hazardous Materials" or "Toxic Substances, under any such laws, ordinances or regulations (collectively "Hazardous Materials"). The Licensee shall, at its sole cost and expense, procure, maintain in effect, and comply with all conditions of any and all permits, agreements and other governmental and regulatory approvals relating to the presence of Hazardous Materials within, on, under or about the Property, including any upland or submerged land, required for the Licensee's use, or storage of, any Hazardous Materials in or about the Property in conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Upon revocation of this License, the Licensee shall, at its sole cost and expense, cause all Hazardous Materials, including their storage devices, placed, or inadvertently released, in or about the Property, in, on, or around any upland or submerged land, by the Licensee or at the Licensee's direction, to be removed from the Property and transported for use, storage or disposal in accordance and compliance with all applicable Hazardous Materials Laws. The City acknowledges that it is not the intent of this Paragraph to prohibit the Licensee from operating in the Property for the uses described in the Section of this Agreement entitled "Purpose". The Licensee may operate according to the custom of the industry so long as the use or presence of Hazardous Materials is strictly and properly monitored, and/or mitigated according to, and in compliance with, all applicable governmental requirements. The requirements of

this Section of the License Agreement shall survive the expiration or termination of this Agreement.

33. Notices.

All notices or other communications, which shall or may be given pursuant to this License, shall be in writing and shall be delivered by hand, telecopy, or registered mail addressed to the other party at the address indicated herein. Such notice shall be deemed given on the day on which hand delivered; faxed or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

If to City of Miami:

City Manager
City of Miami
3500 Pan American Drive
Miami, Florida 33133

With a copy to:

City Attorney
City of Miami
444 SW 2nd Avenue
Suite 945
Miami, Florida 33130

Director
Department of Real Estate and Asset
Management
City of Miami
444 SW 2nd Avenue, 3rd Floor
Miami, Florida 33130

If to Licensee:

National Marine Manufacturers Association,
Inc.
9050 Pines Boulevard
Pembroke Pines, FL. 33024
Attention: Cathy Rick-Joule

With a copy to:

National Marine Manufacturers Association
231 S. LaSalle St., Suite #2050
Chicago, IL 60604
Attn: Ben Wold, Executive Vice President

Craig Boskey, Senior Vice President, &
CFO

Jonathan T. Howe, Esq.
Howe & Hutton, Ltd.
20 N. Wacker Dr., Suite 4200
Chicago, IL 60606

34. Advertising.

Licensee shall not permit any signs or advertising matter to be placed upon the exterior of the Property without having first obtained the approval of the Director or his/her designee, which approval may be reasonably withheld, at his sole discretion. Licensee shall, at its sole cost and expense, install, provide, maintain such sign, decoration, advertising matter or other things as may be permitted hereunder in good condition and repair at all times. Licensee must further obtain approval from all governmental authorities having jurisdiction, and must comply with all applicable requirements set forth in the Sign Regulations in the City of Miami Code and Zoning Ordinance and the Miami-Dade County Sign Code, as applicable. Upon the cancellation of this License, Licensee shall, at its sole cost and expense, remove any sign, decoration, advertising matter or other thing permitted hereunder from the Property. If any part of the Property is in any way damaged by the removal of such items, said damage shall be repaired by Licensee at its sole cost and expense. Should Licensee fail to repair any damage caused to the Property within ten (10) days after receipt of written notice from the City directing the required repairs, the City shall cause the Property to be repaired at the sole cost and expense of Licensee. Licensee shall pay the City the full cost of such repairs within ten (10) business days of receipt of an invoice indicating the cost of such required repairs.

Licensee hereby understands and agrees that the City may, at its sole discretion, erect or place upon the Property an appropriate sign indicating City's having issued this License.

35. Public Records.

Licensee understands that the public shall have access, at all reasonable times, to City contracts and all documents, records and reports maintained and generated pursuant to this License, pursuant to the provisions of Chapter 119, Florida Statutes, as amended, including compliance with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records" and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

36. Compliance with Laws.

Licensee and/or its authorized agents agree to comply with all applicable laws, codes (including, but not limited to, the Florida Building Code as it may be amended), ordinances and regulations enacted or promulgated by federal, state, county, and city government including the provisions of the Charter and Code of the City. Licensee and/or its authorized agents shall also comply with reasonable directives of the City Manager.

37. Conflict of Interest.

Licensee is aware of the conflict of interest laws of the City (Miami City Code Chapter 2, Article V), Dade County, Florida (Dade County Code, Section 2-11.1 et. seq.) and of the State of Florida as set forth in the Florida Statutes, and agrees that it will fully comply in all respects with the terms of said laws and any future amendments thereto.

Licensee further covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this License, has any personal financial interests, direct or indirect, with the City. Licensee further covenants that, in the performance of this License, no person or entity having such conflicting interest shall knowingly be utilized in respect to services provided hereunder. Any such conflict of interest(s) on the part of Licensee, its employees or associated persons, or entities must be disclosed in writing to the City.

38. Nondiscrimination.

Licensee represents and warrants to the City that Licensee does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Licensee's use of the Property on account of race, color, sex, religion, age, handicap, marital status or national origin.

39. No Discrimination in Hiring.

In the performance of this License or any extension thereof, Licensee and/or its authorized agents shall not discriminate against any employee or applicant for employment because of age, sex, sexual orientation, race, color, religion, familial status, ancestry or national origin. Licensee and/or its authorized agents will take affirmative action to insure that minority applicants are employed and that employees are fairly treated during employment without regard to their age, sex, sexual orientation, race, color, religion, familial status, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

40. Americans With Disability Act.

Licensee shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor or services funded by the City including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines and standards. Additionally, Licensee shall take affirmative steps to ensure nondiscrimination in employment of disabled persons.

41. Compliance with Environmental Laws.

Licensee represents and warrants that during the use period, it will not use or employ the Property, or any other City-owned property, to handle, transport, store or dispose of any hazardous waste or substances and that it will not conduct any activity at

the Property or City-owned property in violation of any applicable Environmental Laws.

42. Radon Gas.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

43. Time of Essence.

It is expressly agreed by the Parties hereto that time is of the essence with respect to this License. If the final day of any period falls on a weekend or legal holiday, then the final day of said period or the date of performance shall be extended to the next business day thereafter.

44. Waiver.

Any waiver by either party or any breach by either party of any one or more of the covenants, conditions or provisions of this License shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this License, nor shall any failure on the part of the City to require or exact full and complete compliance by Licensee with any of the covenants, conditions or provisions of this License be construed as in any manner changing the terms hereof to prevent the City from enforcing in full the provisions hereto, nor shall the terms of this License be changed or altered in any manner whatsoever other than by written License of the City and Licensee.

45. Litigation.

Any dispute herein shall be resolved in the courts of Miami-Dade County, Florida. The Parties shall attempt to mediate any dispute without litigation. However,

this is not intended to establish mediation as a condition precedent before pursuing specific performance, equitable or injunctive relief.

46. Attorney(s)' Fees.

In the event it becomes necessary to institute legal proceedings to enforce or interpret the provisions of this License, each party shall bear its own attorneys' fees through all trial and appellate levels.

47. Waiver of Jury Trial.

The Parties hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this License, or arising out of, under or in connection with this License or any amendment or modification of this License, or any other agreement executed by and between the Parties in connection with this License, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement for the City and Licensee entering into the subject transaction.

48. Third Party Beneficiary.

This License is solely for the benefit of the Parties hereto and no third party shall be entitled to claim or enforce any rights hereunder.

49. No Partnership.

Nothing contained herein shall make, or be construed to make any party a principal, agent, partner, affiliate, or joint venture of the other.

50. Further Acts.

In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the Parties, the Parties each agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such

further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

51. Amendments.

No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing by the Parties with the same formality as this License. Neither this License, nor any term hereof, can be changed, modified, or abandoned, in whole or in part, except by an instrument in writing, and no subsequent oral agreement shall have any validity whatsoever. The City Manager is hereby authorized to execute non-substantive amendments to this License without the necessity of further action by the City Commission.

52. No Interpretation against Draftsmen.

The Parties agree that no provision of this License shall be construed against any particular party and each party shall be deemed to have drafted this License.

53. Severability and Savings Clause.

It is the express intent of the Parties that this License constitutes a license and not a lease. To further this intent, the Parties agree as follows: (i) if any provision of this License, or the application thereof to any circumstance, suggest that a lease, rather than a license, has been created, then such provision shall be interpreted in the light most favorable to the creation of a license and (ii) if any provision of this License, or the application thereof to any circumstance, is determined by a court of competent jurisdiction to have created a lease rather than a license, then such provision shall be stricken and, to the fullest extent possible, the remaining provisions of this License shall not be affected thereby and shall continue to operate and remain in full force and effect.

With regard to those provisions which do not affect the Parties intent for this License, should any provision, section, paragraph, sentence, word or phrase contained in this License be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such

provision, section, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this License shall remain unmodified and in full force and effect or limitation of its use.

54. Invalidity.

In the event that any non-material provision of this License shall be held to be invalid for any reason, such invalidity shall not affect the remaining portions of this License and the same shall remain in full force and effect.

55. Headings.

Title and section headings are for convenient reference and are not a part of this License.

56. Entire License.

This License represents the entire understanding between the Parties hereto as to the subject matter hereof, and supersedes all prior written oral negotiations, representations, warranties, statements or agreements between the Parties hereto as to the same. There are no promises, terms and conditions, or obligations other than those contained herein, and no party has relied upon the statements or promises of the representatives of any party hereto.

57. Authority.

Each of the Parties hereto acknowledges it is duly authorized to enter into this License and that the signatories below are duly authorized to execute this License in their respective behalf.

58. Limited Protection Clause

The City agrees that it will not license any portion of the Property to any competing event for the period commencing (30) days before Licensee's first show day and concluding

(30) days after Licensee's last show day (the " Limited Protection Period"). A "competing event" is hereby defined as an event which has thirty percent (30%) or more of the total number of exhibitors/booths in the event showing/selling product lines the same as or substantially similar to the product lines in the Licensee's event; provided however, that as long as that is open to the public shall never be deemed a competing event with a show open only to the trade, and vice versa. The determination of whether or not an event is a "competing event" shall be based upon the product lines in the proposed event's prior shows, and shall be made by the City Manager or Director.

59. Final Balance.

Any Final Balance of the Use Fees, costs and charges which are the responsibility of the Licensee shall be due upon completion of event and payable at scheduled settlement with Finance Department.

60. Responsibility for Damage.

If the Property, or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item contained shall be destroyed, damaged, marred, altered, or physically changed during the term in any manner whatsoever, then Licensee shall be responsible.

61. Copyrights, Trademarks.

All federal, state, and local laws and/or regulations related to copyright, trademarks, etc., must be complied with by the Licensee and all exhibitors selling such items on the Property. Further, the Licensee agrees to save and completely hold harmless the City of Miami, and to pay all costs related to any violation of the above. City acknowledges that Licensee owns various trademarks, including but not limited to "National Marine Manufacturers Association," "NMMA," "Discover Boating," "Miami International Boat Show" and related logos ("the NMMA Marks"). City agrees not to take any action inconsistent with Licensee's ownership of the NMMA Marks.

62. Merchandise.

Nothing provided in this Section shall prevent Licensee from selling show related merchandise and/or booth giveaways. Such sales not considered to be in competition with City's concession contractor(s) on the Property at the time this License is executed.

63. Use of Machinery.

Licensee has consent of the City Manager or Director to operate any engine or motor or machinery on the Property or use gasoline, propane, or diesel for mechanical or other purposes. All decorative materials must be flameproof before the same will be allowed in the buildings and should have written verification of such flameproof treatment.

64. Licensee's Employees and Agents.

Licensee will furnish any technicians, stagehands, ticket sellers, ticket takers, ushers, security guards, or any other auxiliary personnel at its own cost.

65. Emergency Powers to Vacate Property.

The City Manager may extinguish all lights in the Property, cease operation of the air conditioning system, terminate service of any other utilities upon the Property, order evacuation of all or any portion of the premises, or cause to be removed there from any person or group of persons, any materials, equipment or other items if, in his judgment, circumstances of a dangerous or unusual nature have occurred, or he reasonably believes are about to occur, and such action is necessary to secure the safety and welfare of persons and/or property, and Licensee waives any right and/or claim for damages against the City, its agents or servants, in such eventuality.

66. City Manager's Discretion.

Any matter not expressly provided for herein shall be within the reasonable discretion of the City Manager. The City Manager will when possible and ultimately at its discretion, consults with Licensee.

IN WITNESS WHEREOF, the Parties hereto have caused this License to be duly executed and delivered by their respective officers and hereunto duly authorized as of the date first above written.

ATTEST:

LICENSEE:

NATIONAL MARINE
MANUFACTURERS

ASSOCIATION Inc., a Delaware
not for profit corporation, authorized
to transact business under the laws of
the State of Florida.

By: Mary Jane Dryja
Signature

MARY JANE DRYJA
Print Name

By: Thomas J. Dammrich
Signature of President

THOMAS J. DAMMRICH
Print Name of President

By: Thomas J. Markesko
Signature

Thomas J. Markesko
Print Name


Attest:

Craig A. Bady

ASSISTANT Corporate Secretary
Corporate Seal

ATTEST:

CITY OF MIAMI,
a municipal corporation of the
State of Florida

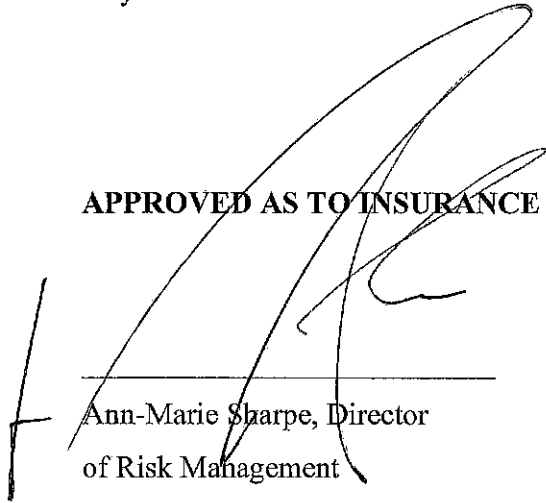


Todd B. Hannon
City Clerk



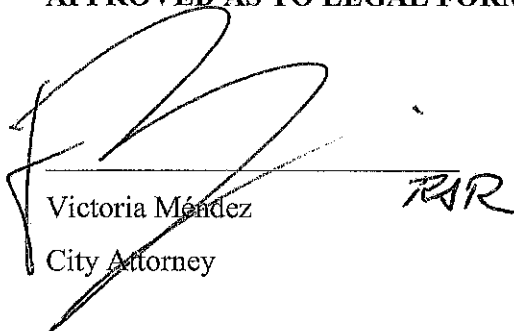
Daniel J. Alfonso,
City Manager

APPROVED AS TO INSURANCE REQUIREMENTS:



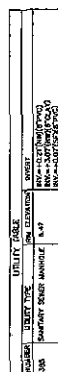
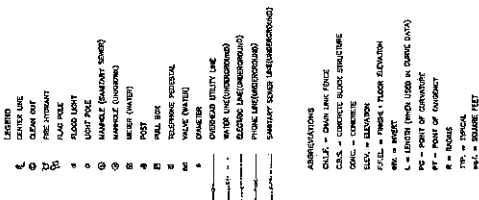
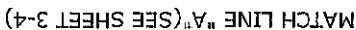
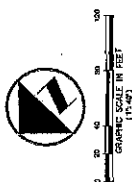
Ann-Marie Sharpe, Director
of Risk Management

APPROVED AS TO LEGAL FORM AND CORRECTNESS:





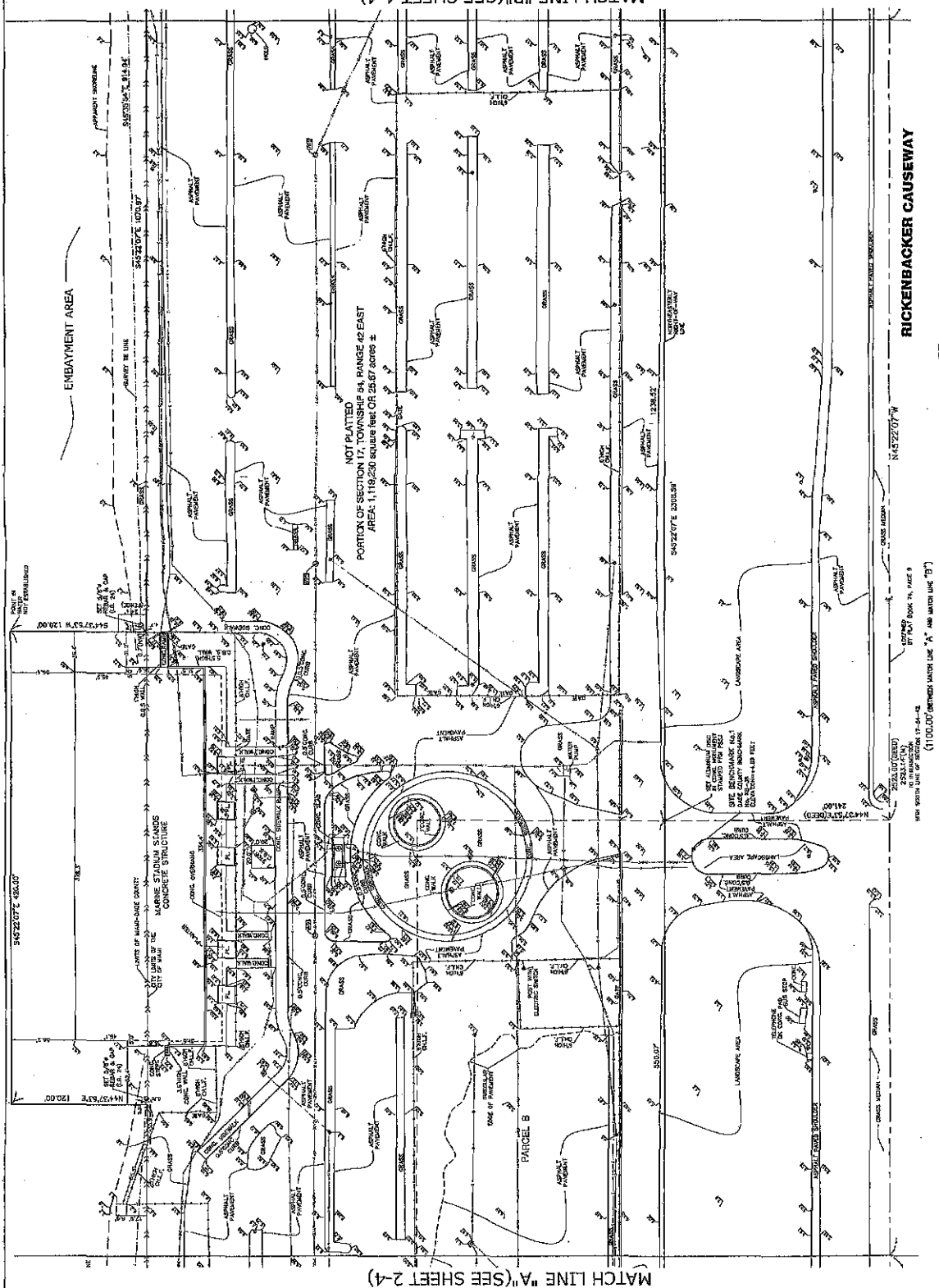
Victoria Méndez
City Attorney

COMPOSITE EXHIBIT "A"
LEGAL DESCRIPTION (UPLANDS)



THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED PULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS

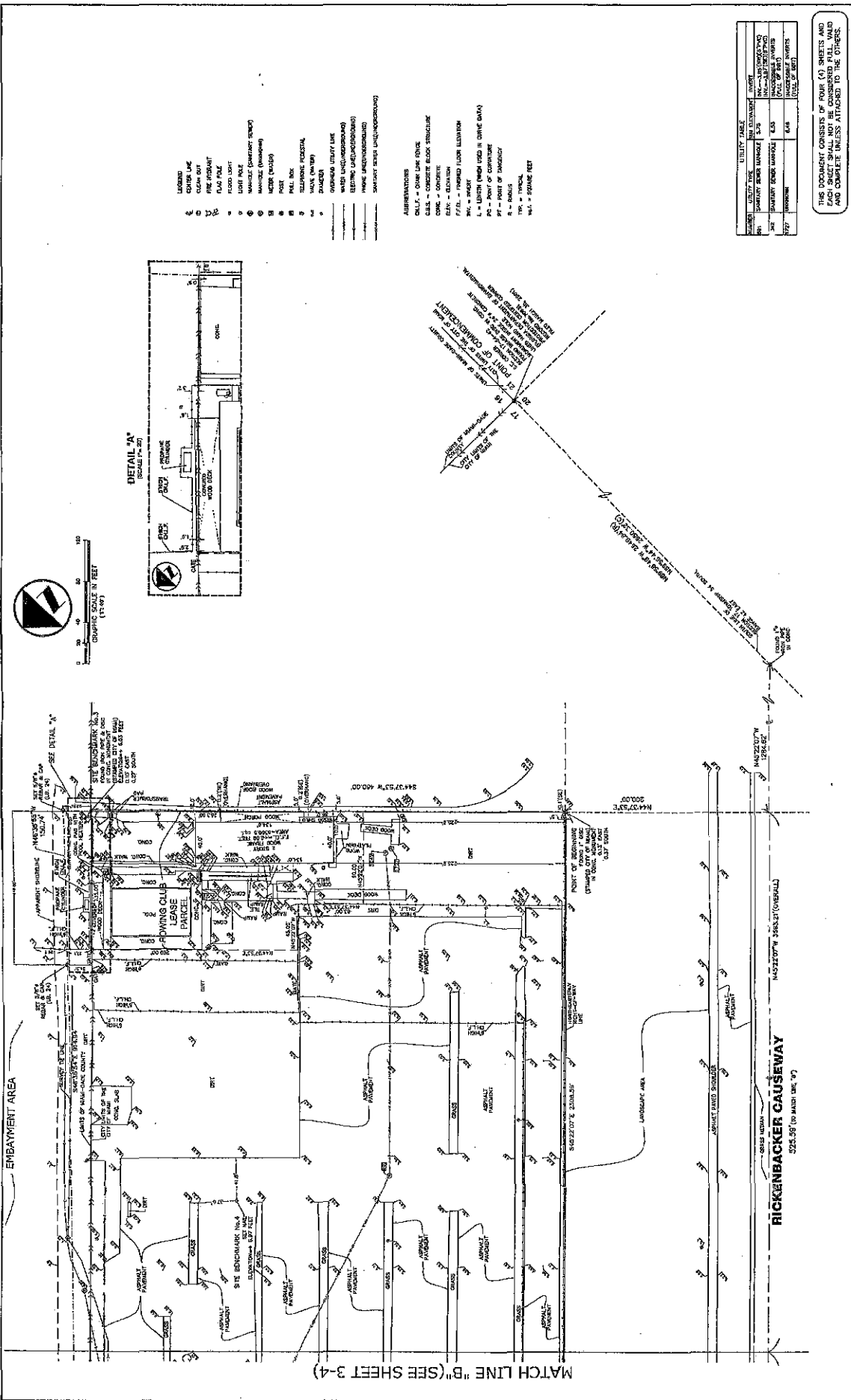
 <p>PBSI PROFESSIONAL SURVEYING & ENGINEERING ARCHITECTURE 8801 N.W. 42ND AVENUE SUITE 200 MIAMI, FLORIDA 33187 (305) 586-7200 FAX (305) 586-7201 FLORIDA CERTIFICATION OF AUTHORIZATION NUMBER 24-24</p>	ARCHITECTURE ENGINEERING ENGINEERING PLANNING	 <p>CITY OF MIAMI CITY OF MIAMI</p>	PROJECT MIAMI MARINE STADIUM VIRGINIA KEY CITY OF MIAMI, FLORIDA	TASK BOUNDARY & TOPOGRAPHIC SURVEY (CITY JOB No. A223)	ORIGINAL: 08-12-02 REVISIONS: 1 _____ 2 _____ 3 _____ 4 _____ 5 _____	6 _____ 7 _____ 8 _____ 9 _____ 10 _____ 11 _____ 12 _____	JOB NO. 01-000-02 DRAWN _____ DESIGNED _____ CHECKED _____ QC _____ IN CHARGE _____ SHEET 2-4 12-54-48 PRINT ON GRAPHIC
---	--	---	--	---	---	--	---



UTILITY TABLE			PM ELEVATION	HEIGHT
NUMBER	UTILITY TYPE	UTILITY		
191	SANITARY SEWER MANHOLE	5.04	PM = -0.27 (56.73 PM)	PM = -0.27 (56.73 PM)
			IN = -0.75 (56.25 IN)	IN = -0.75 (56.25 IN)
192	SANITARY SEWER MANHOLE	5.40	PM = -2.22 (79.78 PM)	PM = -2.22 (79.78 PM)
			IN = -2.70 (79.30 IN)	IN = -2.70 (79.30 IN)
193	SANITARY SEWER MANHOLE	6.24	PM = -2.61 (78.39 PM)	PM = -2.61 (78.39 PM)
			IN = -3.09 (77.91 IN)	IN = -3.09 (77.91 IN)

THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

<div><div><div><div><div><div></div><div>pbsj</div></div></div><div><div>ARCHITECTURE</div><div>ENGINEERING</div><div>SURVEYING</div><div>PLANNING</div></div><div><div>2621 N.W. 19TH AVENUE</div><div>MIAMI, FLORIDA 33176-2007</div><div>(305) 598-2252</div><div>(305) 598-2253</div></div><div><div>FLORIDA CERTIFICATION OF AUTHORIZATION NUMBER LB 94</div></div></div></div></div>	CLIENT	PROJECT	TASK	ORIGINAL REVISIONS:	JOB NO. 01-00000 DRAWN BY CHECKED BY QC 1509-30 SHEET 3-4 17-54-42
	CITY OF MIAMI <small>1000 BAYVIEW BLVD., SUITE 1000 MIAMI, FLORIDA 33133</small>	MIAMI MARINE STADIUM VIRGINIA KEY CITY OF MIAMI, FLORIDA	BOUNDARY & TOPOGRAPHIC SURVEY (CITY JOB NO. A2223)	6 7 8 9 10 11 12	
	08-17-02				



UTILITY	TABLE	DATE
WATER	1.0	10/10/00
SEWER	1.0	10/10/00
ELECTRIC	1.0	10/10/00
TELEPHONE	1.0	10/10/00
CABLE	1.0	10/10/00
OTHER	1.0	10/10/00

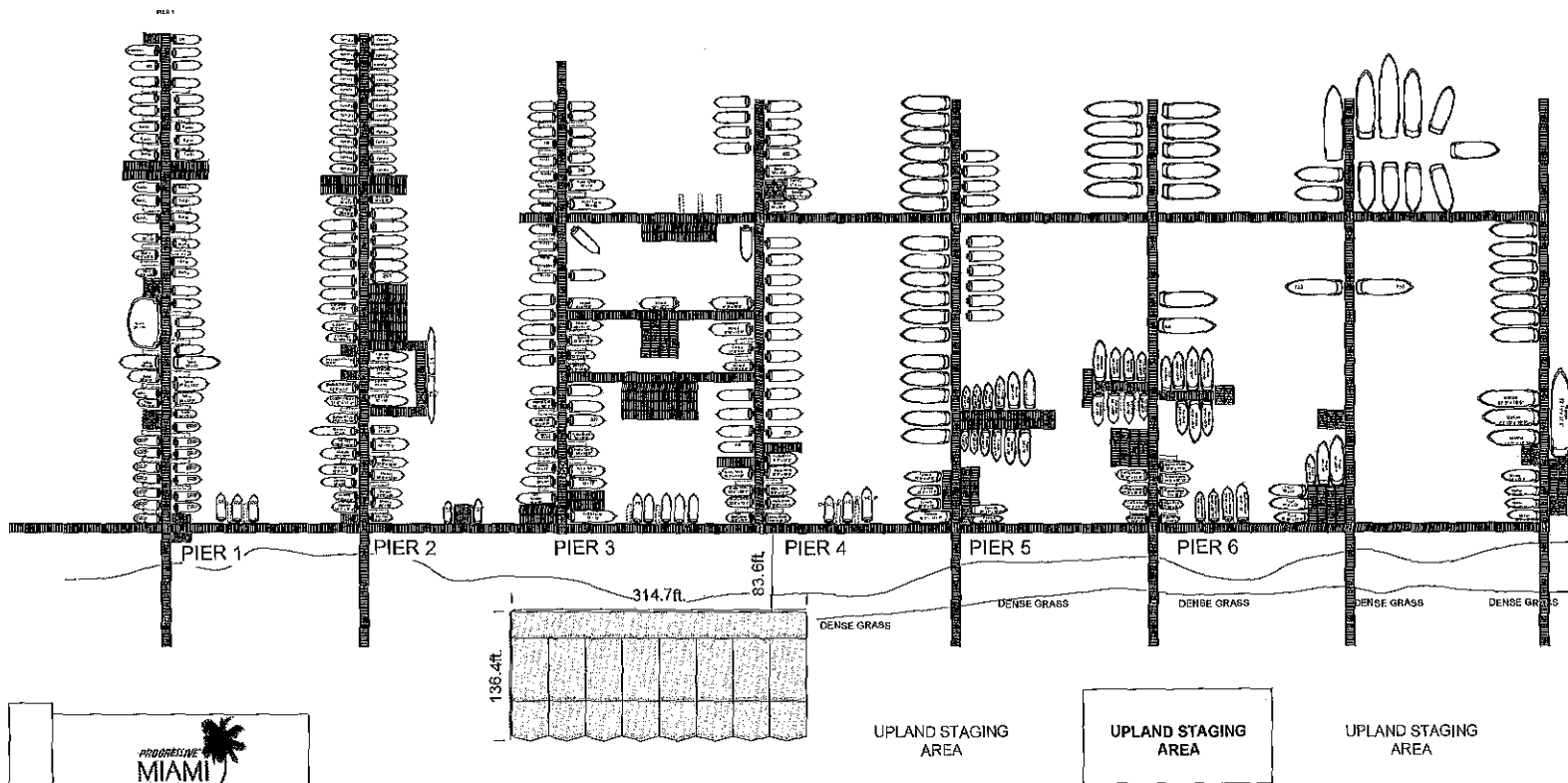
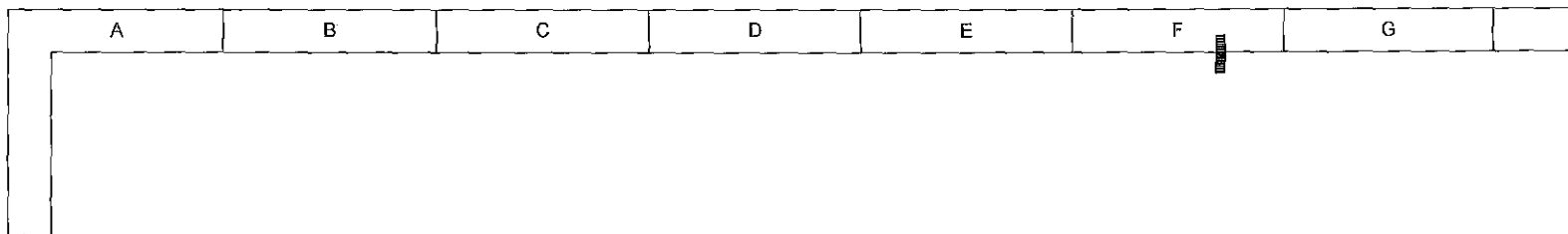
THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND
SHOULD BE READ IN CONJUNCTION WITH THE
GENERAL NOTES AND SPECIFICATIONS ATTACHED
AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

PBS ARCHITECTURE ENGINEERING SURVEYING 1001 N.W. 10TH AVENUE SUITE 100 MIAMI, FLORIDA 33136-3000 (305) 588-7070 FLORIDA CERTIFICATION OF AUTHORIZATION NUMBER 12 24	CLIENT CITY OF MIAMI	PROJECT MIAMI MARINE STADIUM VIRGINIA KEY CITY OF MIAMI, FLORIDA	TASK BOUNDARY & TOPOGRAPHIC SURVEY (CITY JOB NO. A2223)	ORIGINAL: 08-15-02 REVISIONS: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____	JOB NO. 01-1000.03 DRAWN: JCF DESIGNED: JCF CHECKED: JCF DATE: 10/10/00 SHEET 4-4 SHEET TOTAL: 17-54-12
--	--------------------------------	--	---	--	---

BOUNDARY SURVEY

EXHIBIT "B"
PROPOSED SUBMERGED LANDS AREA

(SURVEY SHALL BE INCORPORATED AS AN EXHIBIT TO THE LICENSE IF AND
WHEN USE OF THE SUBMERGED LAND IS REQUIRED BY LICENSEE)



6

PROGRESSIVE
MIAMI
INTERNATIONAL
BOAT SHOW
NMMMA
National Marine Manufacturers Association

EVENT NAME: MIAMI INTERNATIONAL BOAT SHOW	EVENT SPACE: MIAMI MARINE STADIUM PARK AND BASIN	DRAWN BY: vberryman	NOTES: Add notes here
EVENT DATE: FEBRUARY 11-15, 2016	PLAN REVISED: 6/18/2015 11:53:25 AM	FILE NAME: BOAT SHOW MARINE STADIUM_MASTER.VSD	SCALE: 0ft



EXHIBIT "C"
TEMPORARY USE AGREEMENT ("TUA")
SUBMERGED LANDS AREA

(THE TUA SHALL BE INCORPORATED AS AN EXHIBIT TO THE LICENSE IF USE OF
THE SUBMERGED LAND IS REQUIRED BY LICENSEE AND UPON EXECUTION OF A
TUA BETWEEN THE CITY AND TIITF/DEP)

EXHIBIT "D"
SCHEDULE OF INITIAL CITY IMPROVEMENTS

<u>CITY TO PROVIDE</u>		
<u>LIST OF IMPROVEMENTS</u>	<u>ESTIMATED COST</u>	<u>COMPLETION DATE</u>
	<u>(See attachment)</u>	
Florida Power and Light	\$	End of January 2016
Water and Sewer Utilities	\$	End of January 2016
AT&T Utilities	\$	End of January 2016
Solid Surface (West)	\$	End of November 2015
Solid Surface (East)	\$	End of December 2015
Broadband Internet Service	\$	End of January 2016

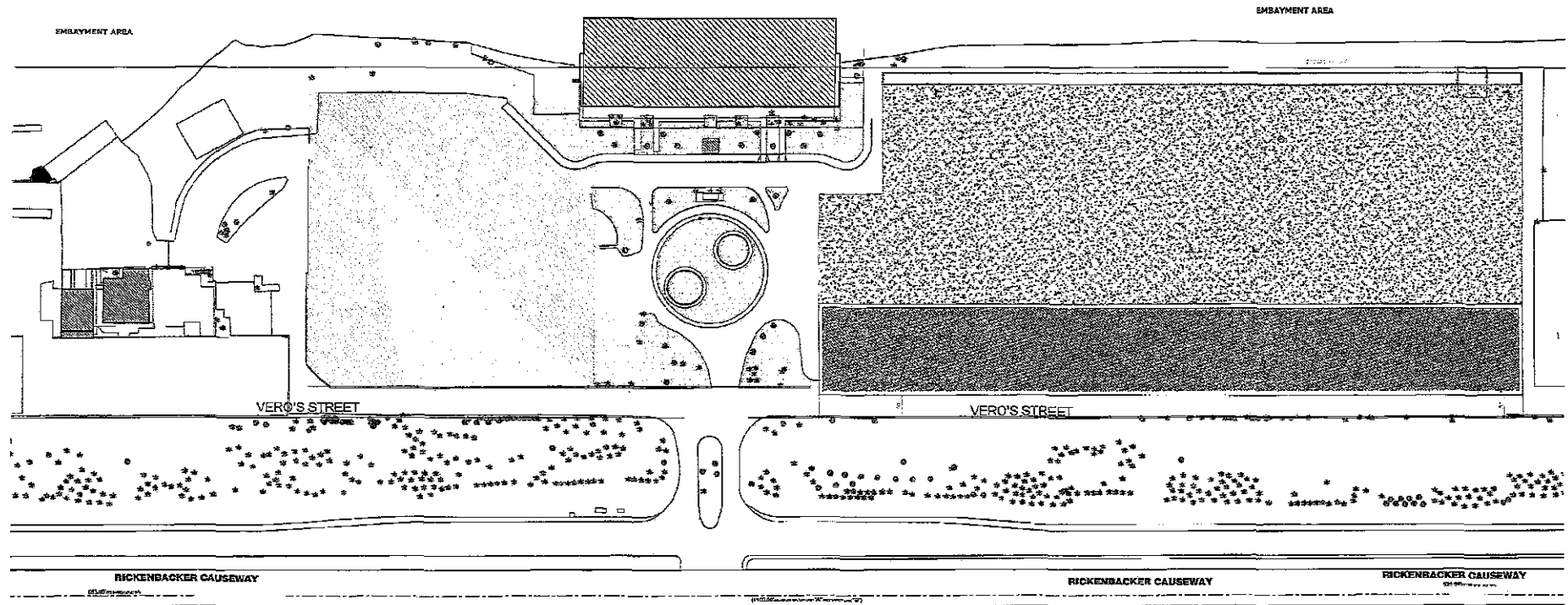
Construction drawings and schedule of completion to be appended to this Agreement.



CITY OF MIAMI

CAPITAL IMPROVEMENTS & TRANSPORTATION PROGRAM

scale 1"=60'
When printed to full scale



MIAMI MARINE STADIUM AND FLEX PARK
SITE PLAN

- ARTIFICIAL TURF
- EXISTING ASPHALTED PARKING
- EXISTING GREEN AREAS
- TURF BLOCK
- WALKWAY

Exhibit D

STATE DEPARTMENT OF TRANSPORTATION
FLORIDA DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAYS
DIVISION OF HIGHWAY DESIGN
DESIGN SECTION

ATKINS

ATKINS NORTH AMERICA, INC.
2001 N.W. 107th Ave.
Miami, FL 33173-2007
(305) 582-2170
FEDERAL CERTIFICATE OF AUTHORIZATION NUMBER: LB24

PROJECT: MIAMI MARINE STADIUM
VIRGINIA KEY
CITY OF MIAMI, FLORIDA

TASK: TOPOGRAPHIC SURVEY
(REPORT AND TABLE)

ORIGINAL: 01
REVISIONS: 7
CHECKED: 8
DATE: 9
BY: 10
DATE: 11
BY: 12

NOT A FIELD SURVEY SHEET
THIS SHEET IS FOR OFFICE USE ONLY
DO NOT SCALE OR COPY FROM THIS SHEET

ATKINS NORTH AMERICA, INC.
2001 N.W. 107th Ave.
Miami, FL 33173-2007
(305) 582-2170

ATKINS CERTIFICATE OF AUTHORIZATION NUMBER: LB24

ATKINS NORTH AMERICA, INC.

ATKINS CERTIFICATE OF AUTHORIZATION NUMBER: LB24

ATKINS NORTH AMERICA, INC.

ATKINS CERTIFICATE OF AUTHORIZATION NUMBER: LB24

ATKINS NORTH AMERICA, INC.

ATKINS CERTIFICATE OF AUTHORIZATION NUMBER: LB24

ATKINS NORTH AMERICA, INC.

ATKINS CERTIFICATE OF AUTHORIZATION NUMBER: LB24

ATKINS NORTH AMERICA, INC.

ATKINS CERTIFICATE OF AUTHORIZATION NUMBER: LB24

ATKINS NORTH AMERICA, INC.

ATKINS CERTIFICATE OF AUTHORIZATION NUMBER: LB24

ATKINS NORTH AMERICA, INC.

ATKINS CERTIFICATE OF AUTHORIZATION NUMBER: LB24

ATKINS NORTH AMERICA, INC.

ATKINS CERTIFICATE OF AUTHORIZATION NUMBER: LB24

ATKINS NORTH AMERICA, INC.

ATKINS CERTIFICATE OF AUTHORIZATION NUMBER: LB24

ATKINS NORTH AMERICA, INC.

ATKINS CERTIFICATE OF AUTHORIZATION NUMBER: LB24

ATKINS NORTH AMERICA, INC.

ATKINS CERTIFICATE OF AUTHORIZATION NUMBER: LB24

ATKINS NORTH AMERICA, INC.

ATKINS CERTIFICATE OF AUTHORIZATION NUMBER: LB24

ATKINS NORTH AMERICA, INC.

ATKINS CERTIFICATE OF AUTHORIZATION NUMBER: LB24

ATKINS NORTH AMERICA, INC.

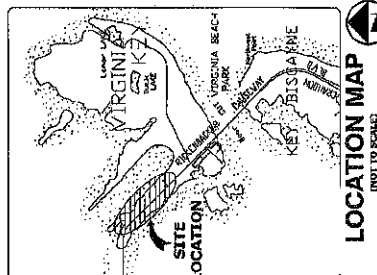
ATKINS CERTIFICATE OF AUTHORIZATION NUMBER: LB24

ATKINS NORTH AMERICA, INC.

ATKINS CERTIFICATE OF AUTHORIZATION NUMBER: LB24

ATKINS NORTH AMERICA, INC.

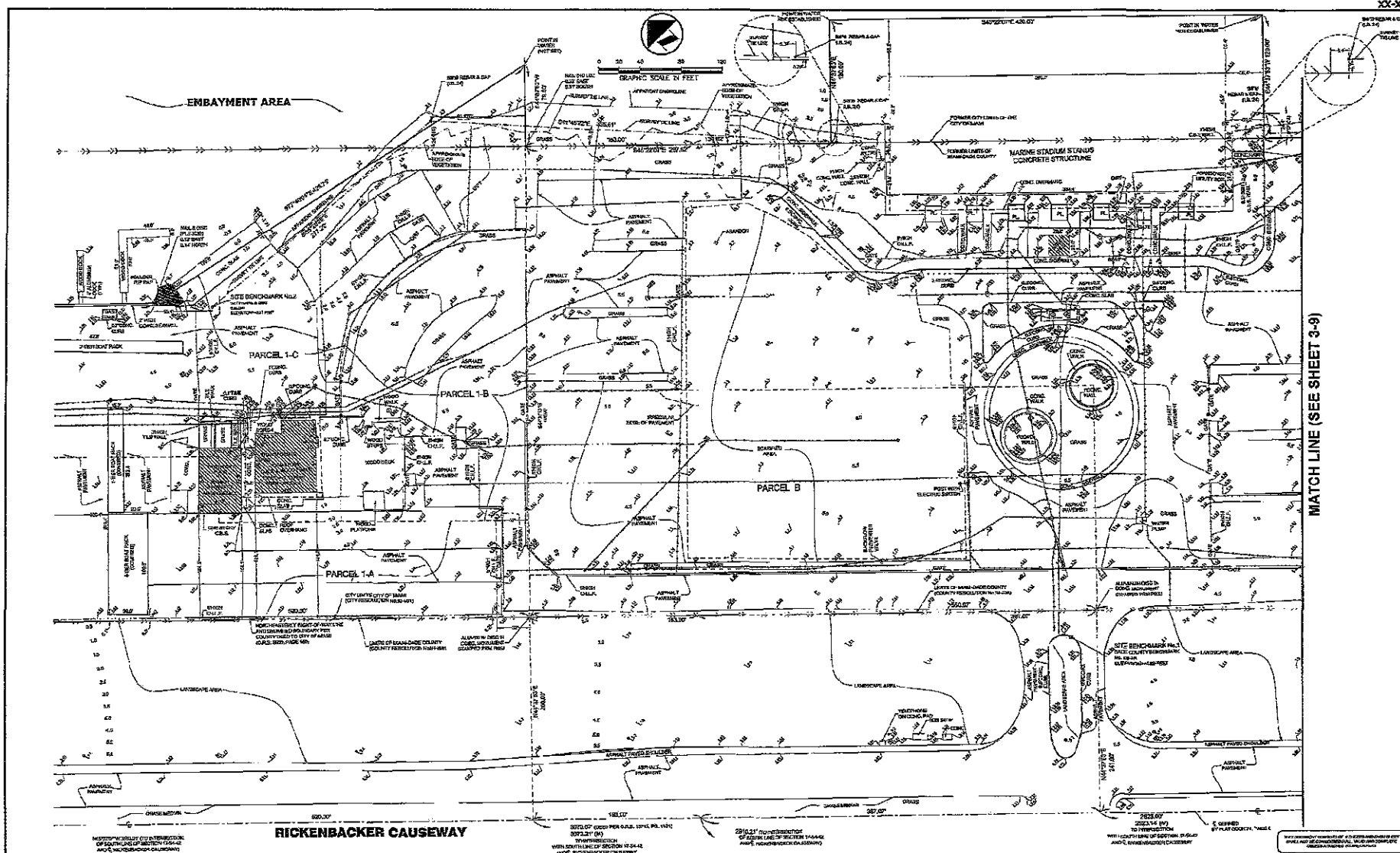
ATKINS CERTIFICATE OF AUTHORIZATION NUMBER: LB24



- LEGEND
- 1. BOUNDARY
- 2. EASEMENT
- 3. FLOODPLAIN
- 4. FLOODPLAIN
- 5. FLOODPLAIN
- 6. FLOODPLAIN
- 7. FLOODPLAIN
- 8. FLOODPLAIN
- 9. FLOODPLAIN
- 10. FLOODPLAIN
- 11. FLOODPLAIN
- 12. FLOODPLAIN
- 13. FLOODPLAIN
- 14. FLOODPLAIN
- 15. FLOODPLAIN
- 16. FLOODPLAIN
- 17. FLOODPLAIN
- 18. FLOODPLAIN
- 19. FLOODPLAIN
- 20. FLOODPLAIN
- 21. FLOODPLAIN
- 22. FLOODPLAIN
- 23. FLOODPLAIN
- 24. FLOODPLAIN
- 25. FLOODPLAIN
- 26. FLOODPLAIN
- 27. FLOODPLAIN
- 28. FLOODPLAIN
- 29. FLOODPLAIN
- 30. FLOODPLAIN
- 31. FLOODPLAIN
- 32. FLOODPLAIN
- 33. FLOODPLAIN
- 34. FLOODPLAIN
- 35. FLOODPLAIN
- 36. FLOODPLAIN
- 37. FLOODPLAIN
- 38. FLOODPLAIN
- 39. FLOODPLAIN
- 40. FLOODPLAIN
- 41. FLOODPLAIN
- 42. FLOODPLAIN
- 43. FLOODPLAIN
- 44. FLOODPLAIN
- 45. FLOODPLAIN
- 46. FLOODPLAIN
- 47. FLOODPLAIN
- 48. FLOODPLAIN
- 49. FLOODPLAIN
- 50. FLOODPLAIN
- 51. FLOODPLAIN
- 52. FLOODPLAIN
- 53. FLOODPLAIN
- 54. FLOODPLAIN
- 55. FLOODPLAIN
- 56. FLOODPLAIN
- 57. FLOODPLAIN
- 58. FLOODPLAIN
- 59. FLOODPLAIN
- 60. FLOODPLAIN
- 61. FLOODPLAIN
- 62. FLOODPLAIN
- 63. FLOODPLAIN
- 64. FLOODPLAIN
- 65. FLOODPLAIN
- 66. FLOODPLAIN
- 67. FLOODPLAIN
- 68. FLOODPLAIN
- 69. FLOODPLAIN
- 70. FLOODPLAIN
- 71. FLOODPLAIN
- 72. FLOODPLAIN
- 73. FLOODPLAIN
- 74. FLOODPLAIN
- 75. FLOODPLAIN
- 76. FLOODPLAIN
- 77. FLOODPLAIN
- 78. FLOODPLAIN
- 79. FLOODPLAIN
- 80. FLOODPLAIN
- 81. FLOODPLAIN
- 82. FLOODPLAIN
- 83. FLOODPLAIN
- 84. FLOODPLAIN
- 85. FLOODPLAIN
- 86. FLOODPLAIN
- 87. FLOODPLAIN
- 88. FLOODPLAIN
- 89. FLOODPLAIN
- 90. FLOODPLAIN
- 91. FLOODPLAIN
- 92. FLOODPLAIN
- 93. FLOODPLAIN
- 94. FLOODPLAIN
- 95. FLOODPLAIN
- 96. FLOODPLAIN
- 97. FLOODPLAIN
- 98. FLOODPLAIN
- 99. FLOODPLAIN
- 100. FLOODPLAIN

STATION	COLLECTOR	TABLE	REMARKS
100	100	100	100
101	101	101	101
102	102	102	102
103	103	103	103
104	104	104	104
105	105	105	105
106	106	106	106
107	107	107	107
108	108	108	108
109	109	109	109
110	110	110	110
111	111	111	111
112	112	112	112
113	113	113	113
114	114	114	114
115	115	115	115
116	116	116	116
117	117	117	117
118	118	118	118
119	119	119	119
120	120	120	120
121	121	121	121
122	122	122	122
123	123	123	123
124	124	124	124
125	125	125	125
126	126	126	126
127	127	127	127
128	128	128	128
129	129	129	129
130	130	130	130
131	131	131	131
132	132	132	132
133	133	133	133
134	134	134	134
135	135	135	135
136	136	136	136
137	137	137	137
138	138	138	138
139	139	139	139
140	140	140	140
141	141	141	141
142	142	142	142
143	143	143	143
144	144	144	144
145	145	145	145
146	146	146	146
147	147	147	147
148	148	148	148
149	149	149	149
150	150	150	150
151	151	151	151
152	152	152	152
153	153	153	153
154	154	154	154
155	155	155	155
156	156	156	156
157	157	157	157
158	158	158	158
159	159	159	159
160	160	160	160
161	161	161	161
162	162	162	162
163	163	163	163
164	164	164	164
165	165	165	165
166	166	166	166
167	167	167	167
168	168	168	168
169	169	169	169
170	170	170	170
171	171	171	171
172	172	172	172
173	173	173	173
174	174	174	174
175	175	175	175
176	176	176	176
177	177	177	177
178	178	178	178
179	179	179	179
180	180	180	180
181	181	181	181
182	182	182	182
183	183	183	183
184	184	184	184
185	185	185	185
186	186	186	186
187	187	187	187
188	188	188	188
189	189	189	189
190	190	190	190
191	191	191	191
192	192	192	192
193	193	193	193
194	194	194	194
195	195	195	195
196	196	196	196
197	197	197	197
198	198	198	198
199	199	199	199
200	200	200	200

Exhibit D




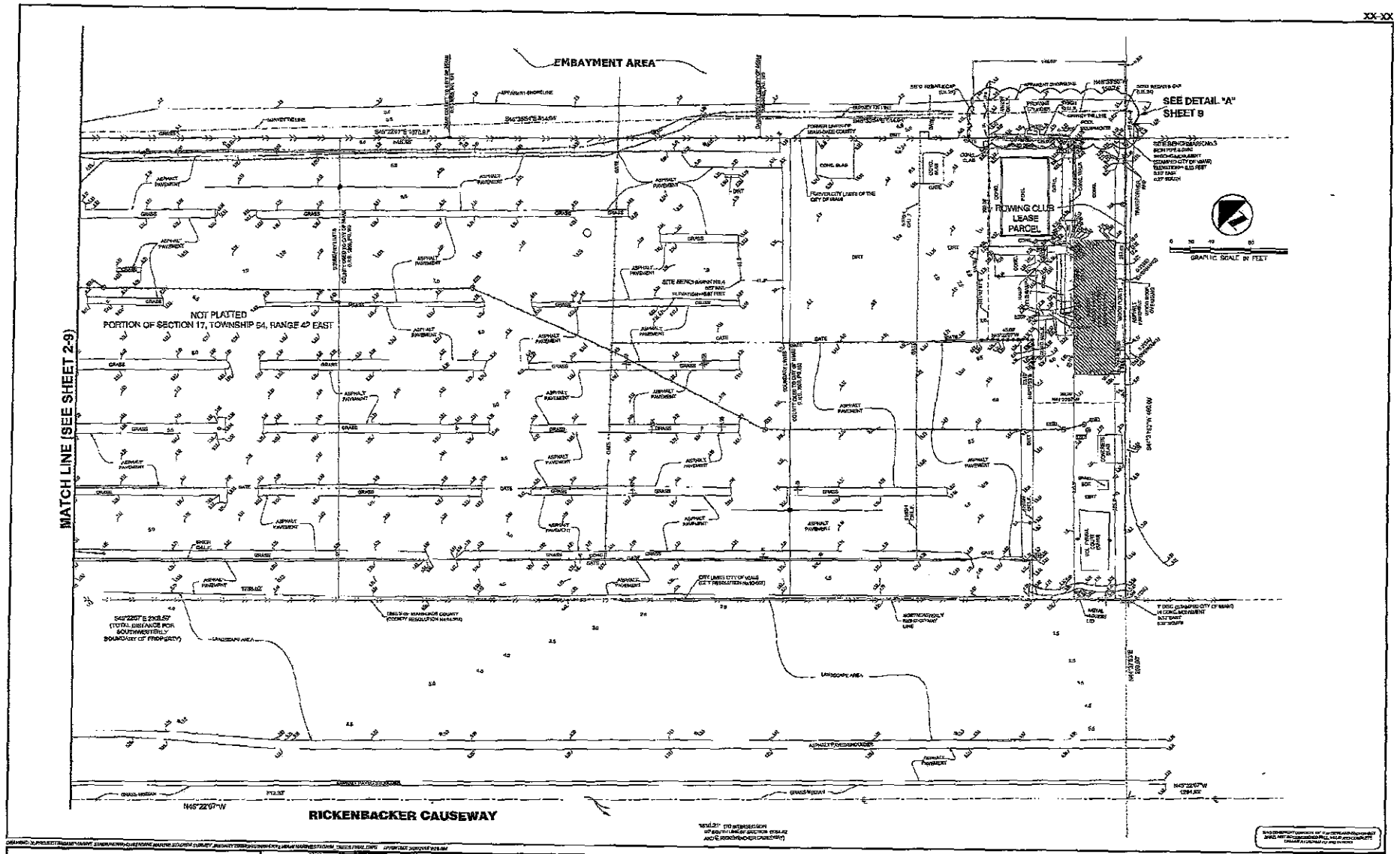
ATKINS 2001 N.W. 107th Ave. Miami, FL 33178-2007 (305) 592-7215 ATKINS NORTH AMERICA, INC. FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	CLIENT  CITY OF MIAMI	PROJECT MIAMI MARINE STADIUM VIRGINIA KEY CITY OF MIAMI, FLORIDA	TASK TOPOGRAPHIC SURVEY (TOPOGRAPHIC FEATURES)	ORIGINAL: _____ REVISIONS: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____	6. _____ 7. _____ 8. _____ 9. _____ 10. _____ 11. _____ 12. _____	JOB NO. _____ DRAWN BY _____ DESIGNED BY _____ CHECKED BY _____ QC BY _____ FLS 905, PG. 20 OF 20 SHEET: 2 OF 9 12-04-05
---	---	---	--	---	---	---

Exhibit D



ATKINS 7051 NW 10TH AVE
MIAMI, FL
33172-2507
(305) 592-7275

ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24



CITY OF MIAMI

PROJECT

MIAMI MARINE STADIUM
VIRGINIA KEY
CITY OF MIAMI, FLORIDA

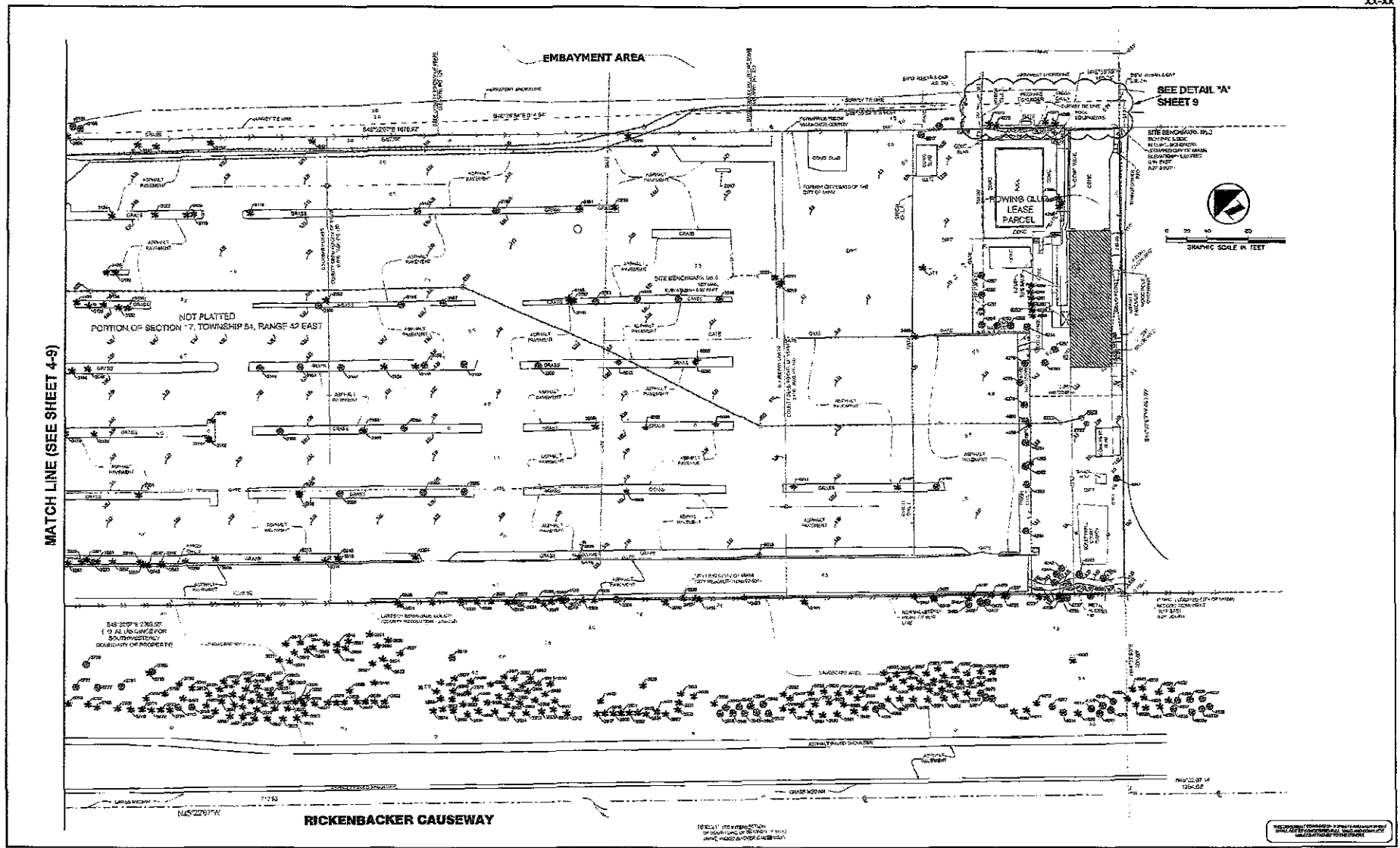
TASK

**TOPOGRAPHIC SURVEY
(TOPOGRAPHIC FEATURES)**

ORIGINAL	DATE	6
REVISIONS:		7
1		8
2		9
3		10
4		11
5		12

JOB NO. 1000000
 DRAWN 1000
 DESIGNED 1000
 CHECKED 1000
 QC 1000
 P.B. 1000/1000/1000
 SHEET: 3 OF 9

Exhibit D





ATKINS 2001 N.W. 107th Ave. Miami, FL 33172-2007 (305) 592-7275 ATKINS NORTH AMERICA, INC. FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB34	CLIENT  CITY OF MIAMI	PROJECT MIAMI MARINE STADIUM VIRGINIA KEY CITY OF MIAMI, FLORIDA	TASK TOPOGRAPHIC SURVEY (TREE LOCATIONS)	ORIGINAL: _____ REVISIONS: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____	JOB NO. _____ DRAWN: _____ DESIGNED: _____ CHECKED: _____ QC: _____ DATE: _____ SHEET: 5 OF 9
---	---	---	--	---	---

Exhibit D

WBS	DESCRIPTION	CHANGING NAME	DATE	STATUS	COMMENTS	REMARKS	CHANGES
100	PROJECT	MIAMI MARINE STADIUM	1/1/2010	1			
101	DESIGN	ARCHITECTURAL	1/1/2010	1			
102	DESIGN	STRUCTURAL	1/1/2010	1			
103	DESIGN	Mechanical	1/1/2010	1			
104	DESIGN	Electrical	1/1/2010	1			
105	DESIGN	Plumbing	1/1/2010	1			
106	DESIGN	Fire Protection	1/1/2010	1			
107	DESIGN	Transportation	1/1/2010	1			
108	DESIGN	Landscaping	1/1/2010	1			
109	DESIGN	Site Work	1/1/2010	1			
110	DESIGN	Construction	1/1/2010	1			
111	DESIGN	Operations	1/1/2010	1			
112	DESIGN	Maintenance	1/1/2010	1			
113	DESIGN	Security	1/1/2010	1			
114	DESIGN	Accessibility	1/1/2010	1			
115	DESIGN	Environmental	1/1/2010	1			
116	DESIGN	Historic Preservation	1/1/2010	1			
117	DESIGN	Archaeology	1/1/2010	1			
118	DESIGN	Geology	1/1/2010	1			
119	DESIGN	Soil Science	1/1/2010	1			
120	DESIGN	Hydrology	1/1/2010	1			
121	DESIGN	Water Resources	1/1/2010	1			
122	DESIGN	Climate Change	1/1/2010	1			
123	DESIGN	Energy	1/1/2010	1			
124	DESIGN	Transportation	1/1/2010	1			
125	DESIGN	Land Use	1/1/2010	1			
126	DESIGN	Urban Planning	1/1/2010	1			
127	DESIGN	Public Works	1/1/2010	1			
128	DESIGN	Public Safety	1/1/2010	1			
129	DESIGN	Public Health	1/1/2010	1			
130	DESIGN	Public Art	1/1/2010	1			
131	DESIGN	Public Space	1/1/2010	1			
132	DESIGN	Public Utilities	1/1/2010	1			
133	DESIGN	Public Transportation	1/1/2010	1			
134	DESIGN	Public Works	1/1/2010	1			
135	DESIGN	Public Safety	1/1/2010	1			
136	DESIGN	Public Health	1/1/2010	1			
137	DESIGN	Public Art	1/1/2010	1			
138	DESIGN	Public Space	1/1/2010	1			
139	DESIGN	Public Utilities	1/1/2010	1			
140	DESIGN	Public Transportation	1/1/2010	1			
141	DESIGN	Public Works	1/1/2010	1			
142	DESIGN	Public Safety	1/1/2010	1			
143	DESIGN	Public Health	1/1/2010	1			
144	DESIGN	Public Art	1/1/2010	1			
145	DESIGN	Public Space	1/1/2010	1			
146	DESIGN	Public Utilities	1/1/2010	1			
147	DESIGN	Public Transportation	1/1/2010	1			
148	DESIGN	Public Works	1/1/2010	1			
149	DESIGN	Public Safety	1/1/2010	1			
150	DESIGN	Public Health	1/1/2010	1			
151	DESIGN	Public Art	1/1/2010	1			
152	DESIGN	Public Space	1/1/2010	1			
153	DESIGN	Public Utilities	1/1/2010	1			
154	DESIGN	Public Transportation	1/1/2010	1			
155	DESIGN	Public Works	1/1/2010	1			
156	DESIGN	Public Safety	1/1/2010	1			
157	DESIGN	Public Health	1/1/2010	1			
158	DESIGN	Public Art	1/1/2010	1			
159	DESIGN	Public Space	1/1/2010	1			
160	DESIGN	Public Utilities	1/1/2010	1			
161	DESIGN	Public Transportation	1/1/2010	1			
162	DESIGN	Public Works	1/1/2010	1			
163	DESIGN	Public Safety	1/1/2010	1			
164	DESIGN	Public Health	1/1/2010	1			
165	DESIGN	Public Art	1/1/2010	1			
166	DESIGN	Public Space	1/1/2010	1			
167	DESIGN	Public Utilities	1/1/2010	1			
168	DESIGN	Public Transportation	1/1/2010	1			
169	DESIGN	Public Works	1/1/2010	1			
170	DESIGN	Public Safety	1/1/2010	1			
171	DESIGN	Public Health	1/1/2010	1			
172	DESIGN	Public Art	1/1/2010	1			
173	DESIGN	Public Space	1/1/2010	1			
174	DESIGN	Public Utilities	1/1/2010	1			
175	DESIGN	Public Transportation	1/1/2010	1			
176	DESIGN	Public Works	1/1/2010	1			
177	DESIGN	Public Safety	1/1/2010	1			
178	DESIGN	Public Health	1/1/2010	1			
179	DESIGN	Public Art	1/1/2010	1			
180	DESIGN	Public Space	1/1/2010	1			
181	DESIGN	Public Utilities	1/1/2010	1			
182	DESIGN	Public Transportation	1/1/2010	1			
183	DESIGN	Public Works	1/1/2010	1			
184	DESIGN	Public Safety	1/1/2010	1			
185	DESIGN	Public Health	1/1/2010	1			
186	DESIGN	Public Art	1/1/2010	1			
187	DESIGN	Public Space	1/1/2010	1			
188	DESIGN	Public Utilities	1/1/2010	1			
189	DESIGN	Public Transportation	1/1/2010	1			
190	DESIGN	Public Works	1/1/2010	1			
191	DESIGN	Public Safety	1/1/2010	1			
192	DESIGN	Public Health	1/1/2010	1			
193	DESIGN	Public Art	1/1/2010	1			
194	DESIGN	Public Space	1/1/2010	1			
195	DESIGN	Public Utilities	1/1/2010	1			
196	DESIGN	Public Transportation	1/1/2010	1			
197	DESIGN	Public Works	1/1/2010	1			
198	DESIGN	Public Safety	1/1/2010	1			
199	DESIGN	Public Health	1/1/2010	1			
200	DESIGN	Public Art	1/1/2010	1			

WBS	DESCRIPTION	CHANGING NAME	DATE	STATUS	COMMENTS	REMARKS	CHANGES
201	DESIGN	Public Space	1/1/2010	1			
202	DESIGN	Public Utilities	1/1/2010	1			
203	DESIGN	Public Transportation	1/1/2010	1			
204	DESIGN	Public Works	1/1/2010	1			
205	DESIGN	Public Safety	1/1/2010	1			
206	DESIGN	Public Health	1/1/2010	1			
207	DESIGN	Public Art	1/1/2010	1			
208	DESIGN	Public Space	1/1/2010	1			
209	DESIGN	Public Utilities	1/1/2010	1			
210	DESIGN	Public Transportation	1/1/2010	1			
211	DESIGN	Public Works	1/1/2010	1			
212	DESIGN	Public Safety	1/1/2010	1			
213	DESIGN	Public Health	1/1/2010	1			
214	DESIGN	Public Art	1/1/2010	1			
215	DESIGN	Public Space	1/1/2010	1			
216	DESIGN	Public Utilities	1/1/2010	1			
217	DESIGN	Public Transportation	1/1/2010	1			
218	DESIGN	Public Works	1/1/2010	1			
219	DESIGN	Public Safety	1/1/2010	1			
220	DESIGN	Public Health	1/1/2010	1			
221	DESIGN	Public Art	1/1/2010	1			
222	DESIGN	Public Space	1/1/2010	1			
223	DESIGN	Public Utilities	1/1/2010	1			
224	DESIGN	Public Transportation	1/1/2010	1			
225	DESIGN	Public Works	1/1/2010	1			
226	DESIGN	Public Safety	1/1/2010	1			
227	DESIGN	Public Health	1/1/2010	1			
228	DESIGN	Public Art	1/1/2010	1			
229	DESIGN	Public Space	1/1/2010	1			
230	DESIGN	Public Utilities	1/1/2010	1			
231	DESIGN	Public Transportation	1/1/2010	1			
232	DESIGN	Public Works	1/1/2010	1			
233	DESIGN	Public Safety	1/1/2010	1			
234	DESIGN	Public Health	1/1/2010	1			
235	DESIGN	Public Art	1/1/2010	1			
236	DESIGN	Public Space	1/1/2010	1			
237	DESIGN	Public Utilities	1/1/2010	1			
238	DESIGN	Public Transportation	1/1/2010	1			
239	DESIGN	Public Works	1/1/2010	1			
240	DESIGN	Public Safety	1/1/2010	1			
241	DESIGN	Public Health	1/1/2010	1			
242	DESIGN	Public Art	1/1/2010	1			
243	DESIGN	Public Space	1/1/2010	1			
244	DESIGN	Public Utilities	1/1/2010	1			
245	DESIGN	Public Transportation	1/1/2010	1			
246	DESIGN	Public Works	1/1/2010	1			
247	DESIGN	Public Safety	1/1/2010	1			
248	DESIGN	Public Health	1/1/2010	1			
249	DESIGN	Public Art	1/1/2010	1			
250	DESIGN	Public Space	1/1/2010	1			
251	DESIGN	Public Utilities	1/1/2010	1			
252	DESIGN	Public Transportation	1/1/2010	1			
253	DESIGN	Public Works	1/1/2010	1			
254	DESIGN	Public Safety	1/1/2010	1			
255	DESIGN	Public Health	1/1/2010	1			
256	DESIGN	Public Art	1/1/2010	1			
257	DESIGN	Public Space	1/1/2010	1			
258	DESIGN	Public Utilities	1/1/2010	1			
259	DESIGN	Public Transportation	1/1/2010	1			
260	DESIGN	Public Works	1/1/2010	1			
261	DESIGN	Public Safety	1/1/2010	1			
262	DESIGN	Public Health	1/1/2010	1			
263	DESIGN	Public Art	1/1/2010	1			
264	DESIGN	Public Space	1/1/2010	1			
265	DESIGN	Public Utilities	1/1/2010	1			
266	DESIGN	Public Transportation	1/1/2010	1			
267	DESIGN	Public Works	1/1/2010	1			
268	DESIGN	Public Safety	1/1/2010	1			
269	DESIGN	Public Health	1/1/2010	1			
270	DESIGN	Public Art	1/1/2010	1			
271	DESIGN	Public Space	1/1/2010	1			
272	DESIGN	Public Utilities	1/1/2010	1			
273	DESIGN	Public Transportation	1/1/2010	1			
274	DESIGN	Public Works	1/1/2010	1			
275	DESIGN	Public Safety	1/1/2010	1			
276	DESIGN	Public Health	1/1/2010	1			
277	DESIGN	Public Art	1/1/2010	1			
278	DESIGN	Public Space	1/1/2010	1			
279	DESIGN	Public Utilities	1/1/2010	1			
280	DESIGN	Public Transportation	1/1/2010	1			
281	DESIGN	Public Works	1/1/2010	1			
282	DESIGN	Public Safety	1/1/2010	1			
283	DESIGN	Public Health	1/1/2010	1			
284	DESIGN	Public Art	1/1/2010	1			
285	DESIGN	Public Space	1/1/2010	1			
286	DESIGN	Public Utilities	1/1/2010	1			
287	DESIGN	Public Transportation	1/1/2010	1			
288	DESIGN	Public Works	1/1/2010	1			
289	DESIGN	Public Safety	1/1/2010	1			
290	DESIGN	Public Health	1/1/2010	1			
291	DESIGN	Public Art	1/1/2010	1			
292	DESIGN	Public Space	1/1/2010	1			
293	DESIGN	Public Utilities	1/1/2010	1			
294	DESIGN	Public Transportation	1/1/2010	1			
295	DESIGN	Public Works	1/1/2010	1			
296	DESIGN	Public Safety	1/1/2010	1			
297	DESIGN	Public Health	1/1/2010	1			
298	DESIGN	Public Art	1/1/2010	1			
299	DESIGN	Public Space	1/1/2010	1			
300	DESIGN	Public Utilities	1/1/2010	1			




ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LE94

CLIENT

201 N.W. 10th Ave.
33774-5577
(305) 582-7253

CITY OF MIAMI



PROJECT

MIAMI MARINE STADIUM
VIRGINIA KEY
CITY OF MIAMI, FLORIDA

TASK

TOPOGRAPHIC SURVEY
(TREE TABULATION)

ORIGINAL
REVISIONS:

1.	
2.	
3.	
4.	
5.	

DESIGN NO.
DRAWN
CHECKED
DATE
SHEET 6 OF 9

DATE
DATE
DATE
DATE
DATE

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------

[illegible]


ATKINS 2201 N.W. 107th Ave. Miami, FL 33192 (305) 554-2275 ATKINS NORTH AMERICA, INC. AN OFFICE CERTIFICATE OF AUTHORIZATION NUMBER 1544	 CITY OF MIAMI MIAMI MARINE STADIUM VIRGINIA KEY CITY OF MIAMI, FLORIDA	TASK	ORIGINAL: _____ REVISIONS:	6. _____ 7. _____ 8. _____ 9. _____ 10. _____ 11. _____ 12. _____ 13. _____	JOB NO. _____ DRAWN _____ DESIGNED _____ CHECKED _____ QC _____ ALLOY PL. _____ SHEET: 7 OF 9 MADE IN U.S.A.
			1. _____ 2. _____ 3. _____ 4. _____ 5. _____		

Exhibit D

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367	1368	1369	1370	1371	1372	1373	1374	1375	1376	1377	1378	1379	1380	1381	1382	1383	1384	1385	1386	1387	1388	1389	1390	1391	1392	1393	1394	1395	1396	1397	1398	1399	1400	1401	1402	1403	1404	1405	1406	1407	1408	1409	1410	1411	1412	1413	1414	1415	1416	1417	1418	1419	1420	1421	1422	1423	1424	1425	1426	1427	1428	1429	1430	1431	1432	1433	1434	1435	1436	1437	1438	1439	1440	1441	1442	1443	1444	1445	1446	1447	1448	1449	1450	1451	1452	1453	1454	1455	1456	1457	1458	1459	1460	1461	1462	1463	1464	1465	1466	1467	1468	1469	1470	1471	1472	1473	1474	1475	1476	1477	1478	1479	1480	1481	1482	1483	1484	1485	1486	1487	1488	1489	1490	1491	1492
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------

**City of Miami
Marine Stadium Park
Site Improvement**

DRAFT

Asphalt Cost

Parking Area - Asphalt; (South section with 1/3 Turf Block)

PRELIMINARY SUBMITTAL

Opinion of Probable Construction Cost

May 12, 2015

Item	Description	Unit	Quantity	Unit Price	Total
General Requirements					
1	Mobilization	LS	1.00	\$ 221,509.24	\$ 221,509.24
2	MOT	LS	1.00	\$ 55,377.31	\$ 55,377.31
3	Dewatering (Allowance)	LS	1.00	\$ 250,000.00	\$ 250,000.00
		Sub-Total Demolition			\$ 526,886.55
Buildings and Structures					
4	Footers for Tent Structures (Not included)				
		Sub-Total Buildings			\$ -
Landscaping					
5	Tree Removal	LS	1.00	\$ 75,000.00	\$ 75,000.00
6	Artificial Turf Field	SF	385,000.00	\$ 6.50	\$ 2,502,500.00
7	Mulch	CY	500.00	\$ 55.00	\$ 27,500.00
		Sub-Total Landscaping			\$ 2,605,000.00
Hardscape					
8	10' High Chain Link Fence w/Graphics	LF	515.00	\$ 150.00	\$ 77,250.00
9	Aluminum Picket Perimeter Fence	LF	4,200.00	\$ 80.00	\$ 336,000.00
10	20' Wide Aluminum Picket Gate	EA	1.00	\$ 5,000.00	\$ 5,000.00
11	4' Wide Aluminum Picket Pedestrian Gate	EA	10.00	\$ 500.00	\$ 5,000.00
12	Drinking Fountain	EA	10.00	\$ 1,000.00	\$ 10,000.00
13	Trash Receptacles	EA	40.00	\$ 1,000.00	\$ 40,000.00
		Sub-Total Hardscape			\$ 473,250.00
Pavement					
14	Misc. Demolition (Allowance)	LS	1.00	\$ 15,000.00	\$ 15,000.00
15	Asphalt Demolition	SY	61,470.00	\$ 7.00	\$ 430,290.00
16	4" Concrete Sidewalk	SY	1,500.00	\$ 40.00	\$ 60,000.00
17	Limerock Base	SY	60,673.00	\$ 18.00	\$ 1,092,114.00
18	3" Asphalt Pavement	Ton	10,000.00	\$ 150.00	\$ 1,500,000.00
19	Geogrid Membrane	SF	60,673.00	\$ 8.00	\$ 485,384.00
19	Turf Block	SF	124,000.00	\$ 8.00	\$ 992,000.00
20	Milling & Resurfacing (watemain related)	SY	3,600.00	\$ 15.00	\$ 54,000.00
		Sub-Total Pavement			\$ 4,628,788.00
Water					
21	6" DIP Pipe	LF	800.00	\$ 45.00	\$ 36,000.00
22	12" DIP Pipe	LF	4,500.00	\$ 85.00	\$ 382,500.00
23	6" Valve	EA	14.00	\$ 1,500.00	\$ 21,000.00
24	24"x12" Tapping Sleeve & valve	EA	1.00	\$ 10,700.00	\$ 10,700.00
25	Fire Hydrant	EA	14.00	\$ 4,000.00	\$ 56,000.00
26	Water Meter	EA	1.00	\$ 10,000.00	\$ 10,000.00
27	Backflow Preventer	EA	1.00	\$ 20,000.00	\$ 20,000.00
28	Misc. Fitting	LS	1.00	\$ 10,000.00	\$ 10,000.00
		Sub-Total Water			\$ 546,200.00

Exhibit D

Item	Description	Unit	Quantity	Unit Price	Total
Sewer					
29	Pump Station Upgrade	LS	1.00	\$ 20,000.00	\$ 20,000.00
30	10" C900	LF	2,000.00	\$ 55.00	\$ 110,000.00
31	Manholes	EA	8.00	\$ 4,500.00	\$ 36,000.00
32	Connection Points	EA	10.00	\$ 2,000.00	\$ 20,000.00
		Sub-Total Sewer			\$ 186,000.00
Drainage					
33	18" Dia French Drain	LF	4,800.00	\$ 95.00	\$ 456,000.00
34	18" HDPE pipe	LF	5,500.00	\$ 40.00	\$ 220,000.00
35	Type D4 Inlets w/Baffle	EA	64.00	\$ 4,000.00	\$ 256,000.00
36	Drainage Wells	EA	6.00	\$ 60,000.00	\$ 360,000.00
37	Culverts	EA	3.00	\$ 50,000.00	\$ 150,000.00
		Sub-Total Drainage			\$ 1,442,000.00
Electrical Initial Electrical Design					
38	Electrical Demolition	LS	1.00	\$ 20,000.00	\$ 20,000.00
39	Duct Bank A	LS	1.00	\$ -	\$ -
40	Duct Bank B	LS	1.00	\$ -	\$ -
41	Electrical Room Bldg (does not include any elect. Equip) - West (75ft x 30ft)	LS	1.00	\$ 337,500.00	\$ 337,500.00
42	Electrical Room Bldg (does not include any elect. Equip) - East (75ft x 30ft)	LS	1.00	\$ -	\$ -
43	Electrical Room Equip - West	LS	1.00	\$ 308,724.00	\$ 308,724.00
44	Electrical Room Equip - East	LS	1.00		
45	Field Installation	LS	1.00	\$ 528,000.00	\$ 528,000.00
		Sub-Total Electrical			\$ 1,194,224.00
SubTotal Construction Cost					\$ 11,602,348.55
Contingency 10%					\$ 1,160,234.86
Total Construction Cost					\$ 12,762,583.41
Design 5%					\$ 638,129.17
Permit Fees 2%					\$ 255,251.67
Construction management 2.5%					\$ 319,064.59
Construction Administration 2.5%					\$ 319,064.59
Total Project Cost					\$ 14,294,093.41
	FPL Feeder A	EA	1.00	\$ 1,700,000.00	\$ 1,700,000.00
Grand Total Project Cost					\$ 15,994,093.41

Exhibit D

EXHIBIT "E"
INSURANCE REQUIREMENTS

**INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE-
REVOCABLE LICENSE AGREEMENT NMMA/BOAT SHOW AGREEMENT**

I. Commercial General Liability (Primary and Non Contributory)

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured
Contingent Liability & Contractual
Premises/Operations Liability

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Any Auto, Owned, or Scheduled Autos	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

Employer's Liability

A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

- IV. **Umbrella Policy (Excess Follow Form including liquor)**
- A. Limits of Liability
- | | |
|---|---------------|
| Bodily Injury and Property Damage Liability | |
| Each Occurrence | \$ 10,000,000 |
| Aggregate | \$ 10,000,000 |
- City of Miami listed as an additional insured
- V. **Marine Operator's Legal Liability and Protection and Indemnity Liability**
- | | |
|---|-------------|
| City of Miami listed as an additional insured | \$1,000,000 |
|---|-------------|
- VI. **Excess Marine Operators Legal Liability and Protection and Indemnity Jones Act, if applicable**
- | | |
|----------------------------------|--------------|
| Each Occurrence/Policy Aggregate | \$10,000,000 |
|----------------------------------|--------------|
- City of Miami listed as an additional insured
- VII. **Liquor Liability**
- | | |
|--|-------------|
| | \$1,000,000 |
|--|-------------|
- VIII. **Hull and Machinery**
- | | |
|--|--------------------|
| | per declared value |
|--|--------------------|

The above policies shall provide the City of Miami with written notice of cancellation in accordance with policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class X" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

The City reserves the right to request copies of all insurance policies associated with this agreement, including, but not limited to all policy endorsements, and any and all coverage information.



262405

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
6/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (206) 892-9200 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 601 Union Street, Suite 1300 Seattle, WA 98101-1371	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED National Marine Mfrs. Assn. 231 S LaSalle Street, Suite 2050 Chicago, IL 60604	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great Divide Insurance Company	NAIC # 25224
	INSURER B: Navigators Insurance Company	42307
	INSURER C: Zurich American Insurance Co	18535
	INSURER D: Continental Insurance Company	35289
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 9191912**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Independent <input checked="" type="checkbox"/> Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CNA1013582-19 Incl. Liquor Liability	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CNA1013582-19	06/01/15	06/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5821037334	06/01/15	06/01/16	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WCA 1014163-19 CA,CT,DC,FL,GA,IL,KY,MA,MD,MN,MO,NJ,NY,RI,TN	06/01/15	06/01/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Marine Operator's Legal Liability and P&I for Water Shows Only			MAR3587539-16	06/01/15	06/01/16	\$1,000,000 Limit \$5,000 Ded. each claim.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Progressive Miami International Boat Show at Miami Marine Stadium and Basin; Virginia Key
The City of Miami is listed as Additional Insured under General Liability, Auto Liability and Umbrella Liability coverage except for Workers' Compensation.
The City of Miami is Additional Insured under Protection and Indemnity and Marine Excess Coverage as respect to Liability Only.

Coverage is Primary and Non-Contributory in General Liability, Auto Liability and Umbrella Liability.
Waiver of Subrogation applies in Workers' Compensation in Statutory Coverage for State of Florida.

CERTIFICATE HOLDER**CANCELLATION**

City of Miami
444 SW 2nd Avenue 9th Floor
Miami, Florida 33130

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
C	Hull & Machinery and P & I			MAR3587539-18	06/01/15	06/01/16	Per Declared Value \$1,000,000 Limit
C	Marine Operators Legal Liability P&I Coverage			MAR3587539-16	06/01/15	06/01/16	\$1,000,000 Limit Ded. \$1,000
D	Marine Excess Liability Coverage Incl. P&I			MASILSE00015215	06/01/2015	06/01/2016	\$10,000,000 Limit /Aggregate
A	Liquor Liability			CNA1013582-19	06/01/2015	06/01/2016	\$1,000,000 Limit /Aggregate.

Additional Remarks Schedule (Continued from Page 1)

Umbrella Liability Coverage in follow form on General Liability with Liquor Liability and Auto Liability.
Umbrella Liability coverage capture all primary layer lines of coverage, including the liquor component.

Marine Operator's Legal Liability Include P&I coverage.

Marine Excess Liability Coverage respond on an excess basis to the primary Protection and Indemnity Limit.

See Attached Endorsement Forms:

General Liability CGE25AS0804, CG20260413

Auto Liability CA04440310

Workers Compensation: WC000313 (4/84)

CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others To Us of Section IV -Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

As required by written contract executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: National Marine Manufacturers

Endorsement Effective Date: 01/16/2014

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

As Required By Written Contract
Executed Prior to Loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE – NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph a., Primary Insurance is amended as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in c. below. If the Named Insured has entered into an insured contract requiring that this insurance be primary and non-contributory, we will abide by that contract requirement.

Policy Number: WCA 1014163-19

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 13 (04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Copyright, 1983 National Council on Compensation Insurance

WC 00 03 13 (04-84)

EXHIBIT "F"
PERMITTED USES, GOODS, PRODUCTS & EXHIBITOR CATEGORIES

EXHIBIT "G"
USE FEE PAYMENT SCHEDULE

Licensee shall pay to the City the Use Fee plus State of Florida use tax according to the following schedule:

- A)** Upon commencement of the Effective Date of this License: \$250,000.00
- B)** August 1: \$250,000.00
- C)** February 1: Use Fee balance
- D)** By March 31, Licensee will provide a final report on the total % of Concessions plus State of Florida use tax, if applicable, for the license to use the Property and indicate any balance due to the City or balance refundable to the Licensee. Any balance due the City or refund due the Licensee shall be paid by April 30. City to pay % of Parking net.

EXHIBIT "H"
DAMAGE DEPOSIT RELEASE FORM

EXHIBIT "H"
DAMAGE DEPOSIT LIMITED RELEASE FORM

Damages incurred on the Property:

Repairs by Licensee:

Amount Necessary to Repair Damages: \$_____.

If the abovementioned Amount Necessary to Repair Damages exceeds the Damage Deposit funds provided by Licensee per the terms of the License, the additional cost shall be paid by Licensee.

The above repairs shall be completed by Licensee within the time frame set forth below:

Pursuant to the terms of the Revocable License Agreement, the City of Miami, hereby releases National Marine Manufacturer's Association from any claims resulting from property damage, loss, or destruction to the premises as defined in the Agreement for use of the Licensee in connection with the 2016 Progressive Miami International Boat Show, and for which satisfactory completion, and repairs have been made. The City further agrees to return to the Licensee any unused escrow funds as part of the Damage Deposit Account in accordance to the provisions of the Agreement. This Limited Release is being executed in accordance with the terms of the agreement, and solely in conjunction with, or resulting from property loss, damage, or destruction of the premises during the 2016 Progressive Miami International Boat Show, and does

NOT include any other causes of actions, claims, or demands to which the City expressly reserves its rights, remedies and all recourses available under applicable law.

The City of Miami has determined that (please select one):

- ☐ The above-mentioned damages have been sufficiently repaired in the manner stated above and to satisfactory to the City of Miami; or
- ☐ The property has incurred no damages requiring repair and has been returned in a manner satisfactory to the City of Miami.

ATTEST:

CITY OF MIAMI,
a municipal corporation of the
State of Florida

Todd B. Hannon
City Clerk

Daniel J. Alfonso
City Manager

APPROVED AS TO INSURANCE REQUIREMENTS:

Ann-Marie Sharpe, Director
of Risk Management

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Victoria Méndez
City Attorney



City of Miami
Legislation
Resolution: R-15-0009

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 14-01271

Final Action Date: 1/8/2015

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE A REVOCABLE LICENSE ("LICENSE"), IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF MIAMI ("CITY") AND NATIONAL MARINE MANUFACTURER'S ASSOCIATION INC., A DELAWARE NOT-FOR-PROFIT CORPORATION, FOR THE USE OF A PORTION OF VIRGINIA KEY UPLAND AND SUBMERGED LANDS (COLLECTIVELY, THE "PROPERTY"), TO BE USED FOR THE PURPOSES OF PRESENTING TO THE PUBLIC THE MIAMI INTERNATIONAL BOAT SHOW ("BOAT SHOW") AND ITS RELATED ACTIVITIES AT AN ANNUAL PAYMENT OF ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00) AND FIFTY PERCENT (50%) OF THE INCOME RESULTING FROM ANY AND ALL FOOD AND BEVERAGE CONCESSIONS AT THE BOAT SHOW, OR ANY PARTICIPATING OFF-SITE PROPERTIES WITH THE TERMS AND CONDITIONS MORE PARTICULARLY DESCRIBED IN THE LICENSE; FURTHER AUTHORIZING THE CITY MANAGER TO MAKE NON-SUBSTANTIVE AMENDMENTS TO SUCH LICENSE AS NEEDED, SUBJECT TO THE CITY ATTORNEY'S APPROVAL.

WHEREAS, the City of Miami ("City") is the owner of the real property of Virginia Key, that includes the upland and submerged lands (collectively, the "Property"); and

WHEREAS, the National Marine Manufacturer's Association, Inc., a Delaware not-for-profit Corporation ("Licensee"), is engaged in the business of presenting both national and international boat show events, representing more than one thousand four hundred (1,400) companies involved in various productions used by recreational boaters, and is dedicated to creating, promoting, and protecting a safe and productive environment in which its members can achieve financial success through excellence in manufacturing, selling, and servicing their customers; and

WHEREAS, the Licensee desires to use a portion of the Property, for certain specified days set forth in the License, to present to the public and operate the Miami International Boat Show ("Boat Show"); and

WHEREAS, the Boat Show will celebrate its 75th anniversary in 2016, and for over 45 years has been produced in the area of Miami, Florida; and

WHEREAS the Boat Show generates over \$600,000,000.00 in annual economic benefit to South Florida; and

WHEREAS, more than 1,500 businesses that call Miami, Florida home depend upon the Boat Show, and Florida businesses sell more than \$300,000,000.00 of products at the Boat Show; and

WHEREAS, the Boat Show is the premiere gathering place for more than 100,000 boaters, fifty percent (50%) of whom travel to the Boat Show from outside Florida, and ten percent (10%) of whom travel from outside the United States; and

WHEREAS, an estimated 45,000 workers prepare the Boat Show, in order to unveil the latest and most innovative in boating products; and

WHEREAS, the Boat Show fills 200,000 hotel room nights; and

WHEREAS, the Boat Show provides the equivalent of 6,500 full time jobs;

WHEREAS, the City and Licensee desire and intend to enter into a Revocable License ("License") for the use of the Property; and

WHEREAS, this License is not assignable, is not for a fixed term, and is terminable or revocable by the City at-will; and

WHEREAS, this License is revocable at-will by the City Manager and without the consent of the Licensee; and

WHEREAS, this License does not transfer any interest in real property, including any leasehold interest in real property owned by the City; and

WHEREAS, this License permits only certain, enumerated, specific, and listed permitted uses on specified dates, and does not permit anything further;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as fully set forth in this Section.

Section 2. The City Manager is authorized{1} to execute a License, in substantially the attached form, with Licensee, for the use of a portion of the Property, to be used for the purposes of presenting to the public the Boat Show, and its related activities at an annual payment of one million one hundred thousand dollars (\$1,100,000.00), and fifty percent (50%) of the income resulting from any and all food and beverage concessions at the Boat Show or any participating off-site properties, with the terms and conditions more particularly described in the License.

Section 3. The City Manager is further authorized{1} to make non-substantive amendments to such License as needed, subject to the City Attorney's approval.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.{2}

APPROVED AS TO FORM AND CORRECTNESS:

VICTORIA MÉNDEZ
CITY ATTORNEY

Footnotes:

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission

Exhibit H

**MEMORANDUM OF UNDERSTANDING
AMONG
CITY OF MIAMI AND
NATIONAL MARINE MANUFACTURERS ASSOCIATION**

THIS Memorandum of Understanding (hereinafter sometimes referred to as "MOU") is entered into on the 6th day of JULY, 2015 , by and between CITY OF MIAMI, a municipal corporation of the State of Florida, whose address is 444 S.W. 2nd Avenue, 10th Floor, Miami, Florida 33130 (hereinafter the "City"), and National Marine Manufacturers Association, Inc., a non-profit association, whose address is 231 S. LaSalle Street, Suite 2050, Chicago, IL 60604 (hereinafter "NMMA"), both of whom are collectively referred to herein as "the Parties".

WITNESSETH:

WHEREAS, NMMA wants to facilitate the adding of electric utilities to the Property where the Boat Show will occur for the general health, welfare and safety of the general public, and to improve convenience, ease, visibility, comfort and accessibility to the general public and patrons of the boat Show and the Park ; and

WHEREAS; these electric utilities, the nature, total cost and extent of which are shown on the attached Exhibit A have been estimated by Florida Power & Light (FP&L) at the City's request and NMMA has agreed to fully fund up to the FP&L Final Invoice amount which will be furnished no later than April 30, 2015 ; and

WHEREAS, the City, and NMMA will bring the subject matter of this MOU to the City Commission in April of 2015 with this MOU as an Addendum to the Revocable License Agreement ("RLA") between the parties approved by the City Commission on January 8, 2015, at which time the MOU will automatically be converted to an Addendum/ First Amendment which, on passage of the Resolution by the City Commission will become an additional Exhibit to their Revocable License Agreement and shall serve as an Addendum/ First Amendment to the Agreement ; and

WHEREAS, this MOU will be binding upon NMMA upon execution, and the City may be entitled to rely on NMMA's affirmation and commitment to comply with these terms from the date NMMA signs this MOU; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the City and NMMA agree as follows:

RECITALS

I. SCOPE AND COST OF WORK

NMMA will fully fund, the FP&L invoice amount, the electrical utility work and costs reflected in **Exhibit A, Scope of Work and Cost of Work** , which is attached hereto and incorporated herein by reference as if fully set forth herein and which can be summarized as electrical feeds and distribution of Florida Power and Light Co. ("FPL") facilities to the Property included in the RLA. The cost of the work to be funded by NMMA for Stage 1 and Stage 2 is estimated to be \$1,653,000.00 and shall be entirely paid by NMMA in the following manner: \$903,000.00 for Stage 1 Scope as described in Exhibit

A by Close of Business April 6, 2015. The amount corresponding to the Stage 2 Scope as described in Exhibit A shall be paid no later than 10 days after the City provides NMMA with the FP&L invoice for the Stage 2 Scope. The City agrees to use its best efforts to work with FP&L to have FP&L complete the work delineated in Exhibit A by December 1, 2015 and shall be responsible for all repairs necessary to ensure that all fixed electrical lines, equipment and ports are maintained and fully operational and available as needed by NMMA each year for the boat show as per the RLA. Any modifications or changes to the Scope of Work shall only be valid when they have been reduced to writing, duly approved and signed by an authorized representative of each of the Parties.

II. INDEMNIFICATION

Terms of indemnification will be as per the RLA.

III. MANNER OF USE

This section of the license agreement approved by the City on January 8, 2015 entitled 4. MANNER OF USE is being modified herein to permit the Licensee access to the Property to set up and erect necessary equipment up to seventy three (73) days before commencement of the February 2016 Show. The date for commencement of the Show is on or about February 11th in any year the RLA remains in effect. This section of the agreement is also being modified to permit the Licensee access to the Property to remove and take down equipment up to twenty-eight (28) days after the final date of the February 2016 Show. The setup and take down dates will be reduced by the City Commission as determined feasible after the take down period of the February 2016 show. The City will have the artificial turf field in place no later than 31 days after the final date of the Show. The final date of the Show is on or about February 15th in any year the RLA remains in effect.

IV. TERMINATION

Terms of termination will be as per the RLA.

V. NOTICE

It is understood and agreed among the parties that written notice shall be mailed or delivered to the addresses set forth below and shall constitute sufficient written notice. The parties designate the following:

For City of Miami:
City Manager
City of Miami
3500 Pan American Drive
Miami, Florida 33133

With a copy to
City Attorney
City of Miami
444 SW 2nd Avenue
Suite 945
Miami, Florida 33130

Director
Department of Real Estate and Asset
Management
City of Miami
444 SW 2nd Avenue, 3rd Floor
Miami, Florida 33130

For Licensee:

National Marine Manufacturers Association,
Inc.
9050 Pines Boulevard
Pembroke Pines, FL 33024
Attention: Cathy Rick-Joule

With a copy to

National Marine Manufacturers Association
231 S. LaSalle St., Suite #2050
Chicago, IL 60604
Attn: Ben Wold, Executive Vice President
Craig Boskey Senior Vice President, & CFO

Jonathan T. Howe, Esq.
Howe & Hutton, Ltd.
20 N. Wacker Dr., Suite 4200
Chicago, IL 60606

VI. AMENDMENTS


Any alterations, amendments, variations, modifications, extensions or waivers of provisions of this MOU shall only be valid when they have been reduced to writing, duly approved and signed by all Parties hereto.

INTENTIONALLY BLANK

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW
THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES
HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT
ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AGREEMENT NUMBER: MOU-EWP-PY'08-02

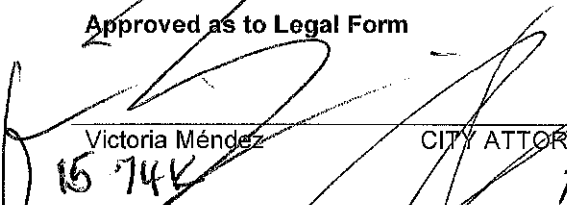
CITY OF MIAMI

BY:  7-6-15
Daniel J. Alfonso CITY MANAGER Date

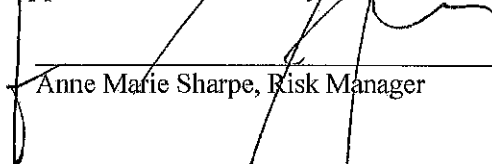
Attest

 7/6/15
Todd B. Hannon CITY CLERK Date


Approved as to Legal Form

 6/26/15
Victoria Méndez CITY ATTORNEY Date
15 74K RAR

Approved as to Indemnity/Insurance:


Anne Marie Sharpe, Risk Manager

NATIONAL MARINE MANUFACTURERS ASSOCIATION INC.

 5/14/15
Authorized Corporate Officer Date

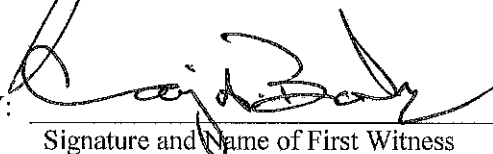

BY:  
Signature and Name of First Witness Signature and Name of Second Witness

Exhibit A

Anticipated Electrical Utility Work Florida Power and Light Services

The electrical utility work to be provided to the Property located at 3501 Rickenbacker Causeway by Florida Power and Light Company ("FPL") will be conducted in two stages.

Stage 1 is the installation of underground high voltage feeder line ("feeder") along the public rights-of-way from the FPL sub-station at 3989 Rickenbacker Causeway to the entrance of the Property. The feeders will terminate in a switch cabinet installed by FPL which is to be located on City property within the vicinity of the entrance road.

Cost Estimate - Stage 1 is \$903,000.

Under Stage 2, the City will construct two (2) concrete block structures ("vaults") for FPL to utilize, and install underground electrical conduits from the switch cabinet to each vault. FPL will install their high voltage equipment inside the vaults, run electrical conductors from the switch cabinet to the vaults, and energize their equipment.

Cost Estimate - Stage 2 is \$750,000.



City of Miami

Legislation

Resolution: R-15-0172

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 15-00404

Final Action Date: 4/9/2015

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST ADDENDUM TO THE REVOCABLE LICENSE AGREEMENT ("AMENDMENT"), BETWEEN THE CITY OF MIAMI ("CITY") AND NATIONAL MARINE MANUFACTURER'S ASSOCIATION INC. ("LICENSEE"), IN SUBSTANTIALLY THE ATTACHED FORM, AMENDING SECTION 21, IMPROVEMENTS, ALTERATIONS, ADDITIONS, OR REPLACEMENTS, OF THE REVOCABLE LICENSE ("LICENSE"), TO INCORPORATE THE ADDING OF ELECTRIC UTILITIES ("UTILITY WORK") TO THE PROPERTY, AS MORE PARTICULARLY DEFINED IN THE LICENSE; FURTHER INCORPORATING THE SCOPE OF WORK, WHICH IS ESTIMATED AT \$3,306,000.00 WHICH IS TO BE FUNDED EQUALLY BY LICENSEE AND THE CITY; PROVIDING FOR THE CITY'S CONTRIBUTION TOWARDS THE COST OF THE UTILITY WORK TO BE ALLOCATED FROM CAPITAL PROJECT, B-40668, MARINE STADIUM PARK DEVELOPMENT; FURTHER REAFFIRMING THAT THE CITY'S AGGREGATE CONTRIBUTIONS TOWARDS THE COST OF IMPROVEMENTS TO THE PROPERTY SHALL NOT EXCEED \$16,000,000.00; PROVIDING FOR ADDITIONAL TERMS AND CONDITIONS AS MORE PARTICULARLY SET FORTH IN THE AMENDMENT, IN A MANNER ACCEPTABLE TO THE CITY MANAGER, AND SUBJECT TO THE CITY ATTORNEY'S APPROVAL.

WHEREAS, the City of Miami ("City") is the owner of the real property of Virginia Key, that includes the upland and submerged lands (collectively, the "Property"); and

WHEREAS, the National Marine Manufacturer's Association Inc. ("Licensee"), a Delaware not-for-profit Corporation, is engaged in the business of presenting both national and international boat show events; and

WHEREAS, pursuant to City Resolution No. 15-0009 adopted on January 8, 2015, the City Commission authorized the City Manager execute a Revocable License ("License") with Licensee, for the use of a portion of the Property for certain specified days set forth in the License, to present to the public and to operate the Miami International Boat Show ("Boat Show"); and

WHEREAS, Licensee now seeks to facilitate the addition of electric utilities on the Property, as described in the attached "Exhibit A," Scope of Work, at an estimated cost of \$3,306,000.00, for the general health, welfare, and safety of the general public, and to improve convenience, ease, visibility, comfort, and accessibility to the general public and patrons of the Boat Show and the park Property; and

WHEREAS, Licensee has agreed to contribute fifty percent (50%) of the total costs of the improvements as detailed in the Scope of Work; and

WHEREAS the Boat Show generates over \$600,000,000.00 in annual economic benefit to South Florida; and

WHEREAS, more than 1,500 businesses that call the City home depend upon the Boat Show, and Florida businesses sell more than \$300,000,000 of products at the Boat Show; and

WHEREAS, the Boat Show is the premiere gathering place for more than 100,000 boaters, fifty percent (50%) of whom travel to the Boat Show from outside Florida, and ten percent (10%) of whom travel from outside the United States; and

WHEREAS, an estimated 45,000 workers prepare the Boat Show, in order to unveil the latest and most innovative in boating products; and

WHEREAS, the Boat Show fills 200,000 hotel room nights; and

WHEREAS, the Boat Show provides the equivalent of 6,500 full time jobs;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as fully set forth in this Section.

Section 2. The City Manager is authorized {1} to execute the first addendum to the License, in substantially the attached form, with Licensee, to amend Section 21, Improvements, Alterations, Additions, or Replacements, of the License to incorporate the adding of electric utilities as detailed in "Exhibit A," Scope of Work, attached and incorporated, further providing for additional terms and conditions as more particularly set forth in the Amendment in a manner acceptable to the City Manager, subject to approval by the City Attorney.

Section 3. The cost of improvements of the Scope of Work is estimated at \$3,306,000.00 which is to be funded equally by Licensee and the City with each party contributing \$1,653,000.00 to the cost of improvements.

Section 4. The City's contribution of \$1,653,000.00 will be allocated from Capital Project B-40668, Marine Stadium Park Development.

Section 5. The License shall reaffirm that the City's aggregate contribution towards the making of improvements to the Property shall not exceed \$16,000,000.00.

Section 6. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

Footnotes:

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.



282405

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
6/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (206) 892-9200 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 601 Union Street, Suite 1300 Seattle, WA 98101-1371	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED National Marine Mfrs. Assn. 231 S LaSalle Street, Suite 2050 Chicago, IL 60604	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great Divide Insurance Company	25224
	INSURER B: Navigators Insurance Company	42307
	INSURER C: Zurich American Insurance Co	16535
	INSURER D: Continental Insurance Company	35289
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 9191912**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Independent <input checked="" type="checkbox"/> Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CNA1013582-19 Incl. Liquor Liability	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CNA1013582-19	06/01/15	06/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5821037334	06/01/15	06/01/16	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WCA 1014163-19 CA,CT,DC,FL,GA,IL,KY,MA, MD,MN,MO,NJ,NY,RI,TN	06/01/15	06/01/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Marine Operator's Legal Liability and P&I for Water Shows Only			MAR3587539-16	06/01/15	06/01/16	\$1,000,000 Limit \$5,000 Ded. each claim.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Progressive Miami International Boat Show at Miami Marine Stadium and Basin; Virginia Key
The City of Miami is listed as Additional Insured under General Liability, Auto Liability and Umbrella Liability coverage except for Workers' Compensation.
The City of Miami is Additional Insured under Protection and Indemnity and Marine Excess Coverage as respect to Liability Only.

Coverage is Primary and Non-Contributory in General Liability, Auto Liability and Umbrella Liability.
Waiver of Subrogation applies in Workers' Compensation in Statutory Coverage for State of Florida.

CERTIFICATE HOLDER**CANCELLATION**

City of Miami 444 SW 2nd Avenue 9th Floor Miami, Florida 33130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD

© 1988-2014 ACORD CORPORATION. All rights reserved.

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
C	Hull & Machinery and P & I			MAR3587539-16	06/01/15	06/01/16	Per Declared Value \$1,000,000 Limit
C	Marine Operators Legal Liability P&I Coverage			MAR3587539-16	06/01/15	06/01/16	\$1,000,000 Limit Ded. \$1,000
D	Marine Excess Liability Coverage Incl. P&I			MASILSE00015215	06/01/2015	06/01/2016	\$10,000,000 Limit /Aggregate
A	Liquor Liability			CNA1013582-19	06/01/2015	06/01/2016	\$1,000,000 Limit /Aggregate.

Additional Remarks Schedule (Continued from Page 1)

Umbrella Liability Coverage in follow form on General Liability with Liquor Liability and Auto Liability.
Umbrella Liability coverage capture all primary layer lines of coverage, including the liquor component.

Marine Operator's Legal Liability Include P&I coverage.

Marine Excess Liability Coverage respond on an excess basis to the primary Protection and Indemnity Limit.

See Attached Endorsement Forms:

General Liability CGE25AS0804, CG20260413

Auto Liability CA04440310

Workers Compensation: WC000313 (4/84)

APPROVED

6/23/15



CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE**Name of Person or Organization:**

As required by written contract executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others To Us of Section IV -Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

As required by written contract executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: National Marine Manufacturers

Endorsement Effective Date: 01/16/2014

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

As Required By Written Contract
Executed Prior to Loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE – NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other insurance, subparagraph a., Primary Insurance is amended as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in c. below. If the Named Insured has entered into an insured contract requiring that this insurance be primary and non-contributory, we will abide by that contract requirement.

APPROVED

6/23/15



Policy Number: WCA 1014163-19

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13 (04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Copyright, 1983 National Council on Compensation Insurance

WC 00 03 13 (04-84)

Exhibit I

CITY OF MIAMI

AMENDMENT NO. 2 TO REVOCABLE LICENSE

WITH NATIONAL MARINE MANUFACTURER'S ASSOCIATION INC.

This Amendment No. 2 to the Revocable License dated July 6, 2015 (the "License") between the City of Miami, a municipal corporation of the State of Florida ("City"), and National Marine Manufacturer's Association Inc. ("NMMA" or "Licensee") a Delaware not-for-profit corporation, for the use of uplands and submerged lands of Virginia Key (the "Property") is entered into this 6th day of July, 2015.

RECITALS

WHEREAS, the City of Miami ("City") is the owner of the real property of Virginia Key, that includes the upland and submerged lands (collectively, the "Property"); and

WHEREAS, the National Marine Manufacturer's Association Inc. ("Licensee"), a Delaware not-for-profit Corporation, is engaged in the business of presenting both national and international boat show events; and

WHEREAS, pursuant to City Resolution No. 15-0009, adopted on January 8, 2015, the City Commission authorized the City Manager to execute a Revocable License ("License") with Licensee, for the use of a portion of the Property for certain specified days set forth in the License, to present to the public and to operate the Miami International Boat Show ("Boat Show"); and

WHEREAS, pursuant to City Resolution No. R-15-0172, adopted on April 9, 2015, the City Commission authorized the City Manager to execute the First Amendment to the License to authorize expenses associated with the adding of additional electric utilities to the Property at an estimated cost of \$1,653,000, pending the final invoice from Florida Power & Light ("FPL"), to be funded by Licensee; and

WHEREAS, Licensee has now requested additional electric services to include the building and installation of an electric grid, as more particularly described in Attachment A ("Additional Utility Work") and anticipates the cost of the Additional Utility Work at \$1,600,000 ("Additional Utility Work Estimate"), to be fully funded by Licensee, bringing the Licensee's total contribution to \$3,253,000; and

WHEREAS, in the event the final invoice from FPL is lower than the estimate contemplated by the First Amendment, Licensee has agreed to provide the difference to the City in order to maintain Licensee's total contribution for the Additional Utility Work at \$3,253,000; and

WHEREAS, due to the large financial contribution by Licensee to upgrade the electrical utilities at the Property, should there be a non-City sponsored event where a commercial electrical contractor is utilizing the electrical grid paid for by Licensee, the City would negotiate an appropriate fee to be paid to Licensee for use of the electrical utilities; and

WHEREAS, Licensee has agreed to pay upfront to the City the amount of \$1,600,000.00 of the Additional Utility Work Estimate in order for the Additional Utility Work to commence; and

WHEREAS, this Amendment shall reaffirm that the City's aggregate contribution towards the making of improvements to the Property, inclusive of the City Contribution, shall not exceed \$16,000,000.00; and

WHEREAS, Licensee has agreed to promptly pay the City any costs in connection with the Additional Utility Work in excess of the Additional Utility Work Estimate; and

WHEREAS, this Amendment will also serve to revise Section 35 of the License, Public Records; and

WHEREAS, the City Commission has adopted Resolution No. R-15-0239 to approve this Second Amendment to the License;

NOW THEREFORE, in consideration of the foregoing, the parties hereby amend Sections 21 and 35 of the License to provide the following additions:

1. Section 21. Improvements, Alterations, Additions, or Replacements

In addition to all other Improvements, City agrees to construct or cause to be constructed the Additional Utility Work described in Exhibit "D, Schedule of I City Improvements". The City has made a good faith estimate that the cost of the Additional Utility Work is One Million, Six Hundred Thousand Dollars (\$1,600,000.00), to be fully funded by the Licensee, bringing the Licensee's total contribution to \$3,253,000.00. In the event the final invoice from FPL is lower than the estimate contemplated by the First Amendment, Licensee has agreed to provide the difference to the City in order to maintain Licensee's total contribution for the Additional Utility Work at \$3,253,000.00. The City's aggregate total contribution towards the making of improvements to the Property, shall not exceed Sixteen Million Dollars (\$16,000,000.00). Licensee agrees to pay the City in advance, in the amount of One Million, Six Hundred Thousand Dollars (\$1,600,000.00) of the estimate ("Additional Utility Work Estimate Payment"). Licensee agrees it is ultimately responsible for the full cost of the Additional Utility Work, including if the cost of the Additional Utility Work exceeds the One Million, Six Hundred Thousand Dollars (\$1,600,000.00) estimate. Upon completion of the Additional Utility Work, Licensee shall promptly pay the City any costs in connection with the Additional Utility Work in excess of the Additional Utility Work Estimate.

2. Section 35. Public Records

Licensee understands that the public shall have access, at all reasonable times, to City contracts and all documents, records and reports maintained by the City which are and generated pursuant to this License, pursuant to in accordance with the provisions of Chapter 119, Florida Statutes, as amended, ~~including compliance with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records"~~ and agrees to ~~allow access by the City and the public to all documents subject to disclosure under applicable law.~~

3. Exhibit "D" Schedule City Improvements

[To be added]

4. All other terms and conditions of the License remain in operative force and effect and remain unchanged.

THE CITY OF MIAMI, FLORIDA

ATTEST:

CITY OF MIAMI, FLORIDA, a municipal Corporation of the State of Florida

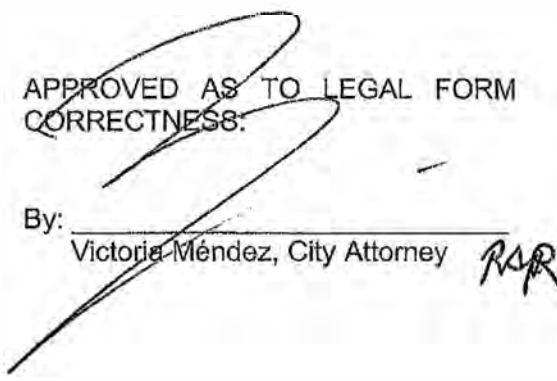
By: 
Todd B. Hannon, City Clerk

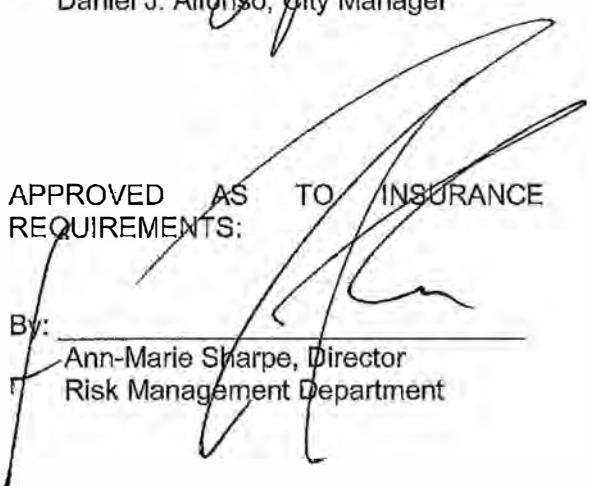
By: 
Daniel J. Alfonso, City Manager

(Affix City Seal)

APPROVED AS TO LEGAL FORM
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

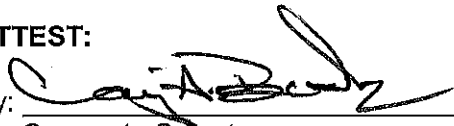
By: 
Victoria Méndez, City Attorney *RSR*

By: 
Ann-Marie Sharpe, Director
Risk Management Department

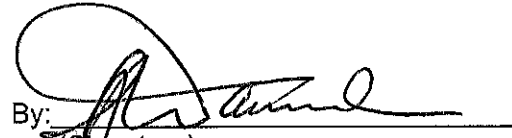
LICENSEE

National Marine Manufacturer's Association Inc.,
a Delaware not-for-profit Corporation

ATTEST:

By: 
Assistant Corporate Secretary

(Affix Corporate Seal)

By: 
(Signature)

THOMAS J DAMMRICH
(Name and Title) PRESIDENT

Attachment A
Electrical Services Requested by NMMA

NMMA has requested and has agreed to pay for design, construction and installation of Additional Utility Work at the Marine Stadium site consisting of an electrical grid, including but not limited to the following:

- An electrical grid with hand holes every sixty (60) feet throughout the two (2) large parking areas of the Marine Stadium, including the Flex-Park to the east of the stadium. The majority of hand holes will allow 100 amp electrical connections at 120/208 volts for the NMMA's vendor usage. The remaining hand holes will allow 100 amp electrical connections at 277/480 volts for temporary HVAC system at the temporary tent structures.
- Six (6) electrical distribution stations along the shore to provide electrical power to the NMMA temporary floating piers. Each electrical distribution station will be capable of providing 1,200 amp at 277/480 volts
- Electrical vault buildings that will house FP&L equipment and electrical distribution equipment
- All ancillary equipment including but not limited to duct banks (trenching, backfilling, conduit, etc), conductors, mains, circuit breakers, switchboards, bus bar systems, ground rods, junction boxes, man holes, etc.



City of Miami

Legislation

Resolution: R-15-0239

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 15-00472

Final Action Date: 5/28/2015

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND ADDENDUM TO THE REVOCABLE LICENSE ("SECOND AMENDMENT"), BETWEEN THE CITY OF MIAMI ("CITY") AND NATIONAL MARINE MANUFACTURER'S ASSOCIATION INC., ("LICENSEE"), IN SUBSTANTIALLY THE ATTACHED FORM, AMENDING "EXHIBIT D" AND "SECTION 21, IMPROVEMENTS, ALTERATIONS, ADDITIONS, OR REPLACEMENTS", OF THE REVOCABLE LICENSE ("LICENSE") TO INCORPORATE THE ADDING OF ADDITIONAL ELECTRIC UTILITIES ("ADDITIONAL UTILITY WORK") TO THE PROPERTY, AS MORE PARTICULARLY DEFINED IN THE LICENSE; FURTHER INCORPORATING THE SCOPE OF THE ADDITIONAL UTILITY WORK, WHICH IS ESTIMATED AT \$1,600,000.00 WHICH IS TO BE COMPLETELY FUNDED BY LICENSEE AND PAID UPFRONT TO THE CITY IN ORDER FOR THE ADDITIONAL UTILITY WORK TO COMMENCE; FURTHER REAFFIRMING THAT THE CITY'S AGGREGATE CONTRIBUTIONS TOWARDS THE COST OF IMPROVEMENTS TO THE PROPERTY FOR PROJECT B-40668, MARINE STADIUM PARK DEVELOPMENT, SHALL NOT EXCEED \$16,000,000.00; PROVIDING FOR ADDITIONAL TERMS AND CONDITIONS AS MORE PARTICULARLY SET FORTH IN THE AMENDMENT, IN A MANNER ACCEPTABLE TO THE CITY MANAGER AND SUBJECT TO THE CITY ATTORNEY'S APPROVAL.

WHEREAS, the City of Miami ("City") is the owner of the real property of Virginia Key, that includes the upland and submerged lands (collectively, the "Property"); and

WHEREAS, the National Marine Manufacturer's Association Inc. ("Licensee"), a Delaware not-for-profit Corporation, is engaged in the business of presenting both national and international boat show events; and

WHEREAS, pursuant to City Resolution R-15-0009 adopted on January 8, 2015, the City Commission authorized the City Manager to execute a Revocable License ("License") with National Marine Manufacturer's Association Inc. ("Licensee") for the use of a portion of the Property, for certain specified days set forth in the License, to present to the public and to operate the Miami International Boat Show ("Boat Show"); and

WHEREAS, pursuant to City Resolution No. R-15-0172, adopted on April 9, 2015, the City Commission authorized the City Manager to execute the First Amendment to the License to authorize expenses associated with the adding of electric utilities to the Property at an estimated cost of \$1,653,000.00, pending the final invoice from Florida Power & Light ("FPL"), to be funded by Licensee; and

WHEREAS, Licensee seeks to facilitate the adding of electric utilities to the Property where the Boat Show will occur for the general health, welfare and safety of the general public, and to improve convenience, ease, visibility, comfort and accessibility to the general public and patrons of the boat Show and the Park ; and

WHEREAS, Licensee has now requested additional electric services to include the building and installation of an electric grid, as more particularly described in Attachment A ("Additional Utility Work") and anticipates the costs of the Additional Utility Work at \$1,600,000.00 ("Additional Utility Work Estimate"), to be fully funded by Licensee, bringing the Licensee's total contribution to \$3,253,000.00; and

WHEREAS, the City wishes to accommodate the request by Licensee by authorizing the "Additional Utility Work" on the Property and to carry out the "Additional Utility Work" and seeks to have the City Manager to execute a Second Amendment to the License to accommodate this request; and

WHEREAS, due to the large financial contribution by Licensee to upgrade the electrical utilities at the Property, should there be a non-City sponsored event where a commercial electrical contract is utilizing the electric grid paid for by Licensee, the City would negotiate an appropriate fee to be paid to Licensee for use of the electrical utilities; and

WHEREAS, Licensee has agreed to pay upfront to the City the amount of \$1,600,000.00 of the Additional Utility Work Estimate in order for the Additional Utility Work to commence; and

WHEREAS, Licensee has agreed to promptly pay the City any costs in connection with the Additional Utility Work in excess of the Additional Utility Work Estimate; and

WHEREAS, this Amendment will also serve to revise Section 35 of the License, Public Records;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as fully set forth in this Section.

Section 2. The City Manager is authorized {1} to execute the Second Amendment to the License, in substantially the attached form, with Licensee, amending "Exhibit D" and "Section 21, Improvements, Alterations, Additions, or Replacements", of the License to incorporate the adding of additional electric utilities as detailed in Attachment A, Scope of Additional Utility Work, further providing for additional terms and conditions as more particularly set forth in the Amendment in a manner acceptable to the City Manager, subject to approval by the City Attorney.

Section 3. The cost of improvements of the Additional Utility Work is estimated at \$1,600,000.00 to be fully funded by Licensee and paid upfront to the City prior to commencement of the Additional Utility Work.

Section 4. The License shall reaffirm that the City's aggregate contribution towards the making of improvements to the Property shall not exceed \$16,000,000.00.

Section 5. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

APPROVED AS TO FORM AND CORRECTNESS:

VICTORIA MÉNDEZ
CITY ATTORNEY

Footnotes:

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 6/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (206) 892-9200 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 601 Union Street, Suite 1300 Seattle, WA 98101-1371	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:														
INSURED National Marine Mfrs. Assn. 231 S LaSalle Street, Suite 2050 Chicago, IL 60604	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great Divide Insurance Company</td> <td>25224</td> </tr> <tr> <td>INSURER B: Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER C: Zurich American Insurance Co</td> <td>16535</td> </tr> <tr> <td>INSURER D: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Divide Insurance Company	25224	INSURER B: Navigators Insurance Company	42307	INSURER C: Zurich American Insurance Co	16535	INSURER D: Continental Insurance Company	35289	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Great Divide Insurance Company	25224														
INSURER B: Navigators Insurance Company	42307														
INSURER C: Zurich American Insurance Co	16535														
INSURER D: Continental Insurance Company	35289														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 9191912** **REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Independent <input checked="" type="checkbox"/> Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CNA1013582-19 Incl. Liquor Liability	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CNA1013582-19	06/01/15	06/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		5821037334	06/01/15	06/01/16	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCA 1014163-19 CA,CT,DC,FL,GA,IL,KY,MA,MD,MN,MO,NJ,NY,RI,TN	06/01/15	06/01/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Marine Operator's Legal Liability and P&I for Water Shows Only		MAR3587539-16	06/01/15	06/01/16	\$1,000,000 Limit \$5,000 Ded. each claim.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Progressive Miami International Boat Show at Miami Marine Stadium and Basin; Virginia Key
 The City of Miami is listed as Additional Insured under General Liability, Auto Liability and Umbrella Liability coverage except for Workers' Compensation.
 The City of Miami is Additional Insured under Protection and Indemnity and Marine Excess Coverage as respect to Liability Only.

Coverage is Primary and Non-Contributory in General Liability, Auto Liability and Umbrella Liability.
 Waiver of Subrogation applies in Workers' Compensation in Statutory Coverage for State of Florida.

CERTIFICATE HOLDER
CANCELLATION

City of Miami 444 SW 2nd Avenue 9th Floor Miami, Florida 33130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
C	Hull & Machinery and P & I			MAR3587539-16	06/01/15	06/01/16	Per Declared Value \$1,000,000 Limit
C	Marine Operators Legal Liability P&I Coverage			MAR3587539-16	06/01/15	06/01/16	\$1,000,000 Limit Ded. \$1,000
D	Marine Excess Liability Coverage Incl. P&I			MASILSE00015215	06/01/2015	06/01/2016	\$10,000,000 Limit /Aggregate
A	Liquor Liability			CNA1013582-19	06/01/2015	06/01/2016	\$1,000,000 Limit /Aggregate.

Additional Remarks Schedule (Continued from Page 1)

Umbrella Liability Coverage in follow form on General Liability with Liquor Liability and Auto Liability.
Umbrella Liability coverage capture all primary layer lines of coverage, including the liquor component.

Marine Operator's Legal Liability Include P&I coverage.

Marine Excess Liability Coverage respond on an excess basis to the primary Protection and Indemnity Limit.

See Attached Endorsement Forms:

General Liability CGE25AS0804, CG20260413

Auto Liability CA04440310

Workers Compensation: WC000313 (4/84)

CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others To Us of Section IV -Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

As required by written contract executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: National Marine Manufacturers

Endorsement Effective Date: 01/16/2014

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

As Required By Written Contract
Executed Prior to Loss

Information required to complete this schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE – NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph a., Primary Insurance is amended as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in c. below. If the Named Insured has entered into an insured contract requiring that this insurance be primary and non-contributory, we will abide by that contract requirement.

Policy Number: WCA 1014163-19

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 13 (04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Copyright, 1983 National Council on Compensation Insurance

WC 00 03 13 (04-84)

Composite Exhibit J

ARTHUR LAMB JR. ROAD
ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("Agreement"), by and between the CITY OF MIAMI ("City") and NATIONAL MARINE MANUFACTURER'S ASSOCIATION, INC. ("NMMA") or ("User"), either of which may be used interchangeably, is effective as of the date this agreement is fully executed by all named parties ("Effective Date"), and is entered into as follows:

Recitals

Whereas, the City is the owner of real property along Rickenbacker Causeway and Virginia Key.

Whereas, the NMMA desires to utilize certain City-owned real property in order to present to the public and operate the Miami International Boat Show ("Boat Show").

Whereas, the City and NMMA have entered into a Revocable License Agreement in order to allow NMMA to host and operate the Boat Show ("Boat Show License Agreement"), the terms of which are hereby incorporated by reference as if fully set forth herein.

Whereas, the City and NMMA have entered into this Access Agreement to allow NMMA to utilize the property specified below for the purposes and duration indicated herein in furtherance of its operation of the Boat Show.

Now therefore, for and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. **Grant of Access**

The City grants to NMMA, its successors, employees, agents, contractors and invitees (collectively "User"), temporary access rights, subject to the conditions and limitations contained herein and solely for the purpose and term stated below, to use certain City-owned property generally located at 3801 Rickenbacker Causeway Miami, FL 33149 ("Premises"), and more specifically described in Exhibit A, attached hereto.

2. **Purpose & Duration of Access**

User is hereby authorized to utilize the Premises owned by the City for the purposes of staging; providing parking; providing shuttle service over, across, and through the Premises; and other ancillary uses.

User will be authorized to use the Premises in the manner specified for a term that shall include the five (5) days allocated for the Boat Show, from February 11, 2016 to February 15, 2016, as well as the twenty-one (21) days preceding the commencement of the Boat Show in order to set up and erect necessary equipment, and fourteen (14) days after the final date of the Boat Show to remove and take down equipment. This term shall be equal to a total of forty (40) days from January 21, 2016 to February 29, 2016.

3. **Non-Exclusive**

User's right of access to the Premises is not exclusive, and User shall not materially interfere with the permitted uses or activities on the Premises unless specifically authorized to do so by the terms of this Agreement. The City, its successors, agents, assigns and grantees, shall have the right to use the Premises for all purposes as are permitted by federal, state, and local statutes,

laws, ordinances, codes, regulations and rules, or as determined by the City, so long as such use does not interfere with User's rights hereunder.

4. Access/Use Fee

User agrees to pay a fee for the User's use of the Premises ("Use Fee") to the City as specified in and subject to the terms of the Boat Show License Agreement, which is incorporated herein by reference.

5. Condition, Maintenance, & Restoration

User accept the Premises "As Is", in its present condition and state of repair and without any representation by or on behalf of the City, and agrees that the City shall not, under any circumstance, be liable for any latent, patent or other defects in the Premises. During its use of the Premises, User, at its sole cost, shall maintain the Premises in good order and repair at all times and in an attractive, clean, safe and sanitary condition and shall suffer no waste or injury thereto. User shall be responsible for all repairs to the Premises required or caused by User's use of any part thereof.

User agrees to restore the Premises to the condition it was prior to the Boat Show having taken place, including, but not limited to, providing repairs for structural, mechanical, electrical, or other damage to the Premises or any improvements or personal property thereon, excluding any damage caused by ordinary wear and tear typical in the operation of a staging area and parking facility. Such ordinary wear and tear shall be defined as the unavoidable deterioration of the area and improvements that result from the uses and for the term permitted herein, and shall not include deterioration that results from User's negligence, carelessness, accident or abuse of the premises, or from User's noncompliance with the terms of this agreement.

User agrees to make all changes necessary to the Premises at User's sole cost and expense in order to comply with all City, County, State and Federal requirements for User's use or occupancy thereof. Additionally, User agrees to maintain the Premises at its own cost and expense in accordance and in compliance with the terms and conditions specified in Exhibit B, attached hereto and made a part hereof.

User agrees that within 30 days after Termination or Cancellation of the Agreement, User is to have performed a Phase I Environmental Test done to the Premises by an Engineer licensed to perform such testing, and perform any remediation requested in the report at User's sole cost and expense.

6. Costs, Expenses & Fees

Notwithstanding any other term or provision herein it is expressly understood and agreed by User that the City is not responsible, liable, or otherwise answerable to pay any fee, charge, cost, expense, reimbursement or other monetary compensation to User, its agents, representatives, employees or contractors for their work or their services under this Agreement.

User shall pay any and all impositions, levies, charges, fees, or assessments imposed upon the Premises as a result of User's use of the Premises. In the event User appeals a fee, User shall immediately notify City of its intention to appeal said fee and shall furnish and keep in effect a surety bond of a responsible and substantial surety company reasonably acceptable to City in an amount sufficient to pay one hundred percent of the contested fee together with all interest, costs and expenses, including reasonable attorneys' fees, expected to be incurred.

7. Violations, Liens & Security Interest.

User, at its sole expense and with due diligence and dispatch, shall secure the cancellation, discharge, or bond off, in the manner permitted by law, all notices of violations arising from, or otherwise in connected with, User's improvements, use, occupancy, or operations in the Premises which shall be issued by any public authority having or asserting jurisdiction. User shall promptly pay its contractors, subcontractors, and material-men for all work and labor done at User's request. Should any lien, claim, or encumbrance be asserted or filed, User shall bond against or discharge the same regardless of validity, within ten (10) calendar days of User's receipt of notice of the filing of said lien, claim, or encumbrance. In the event User fails to remove or bond against said lien or claim in the full amount stated, the City without obligation to do so, may bond, settle, or otherwise remove such lien or claim and User shall pay the City upon demand any amounts paid out by City to extinguish such claim or lien, including City's costs, expenses, and reasonable attorneys' fees.

User further agrees to hold City harmless from and to indemnify the City and against any and all claims, demands and expenses of any contractor, subcontractor, material person, laborer or any other third person with whom User has contracted or otherwise is found liable, in respect to the Premises. Nothing contained in this Agreement shall be deemed, construed or interpreted to imply any consent or Agreement on the part of City to subject the City's interest or estate to any liability under any mechanic's, laborers', equitable or other lien asserted by any contractor, subcontractor, material person or supplier against any part of the Premises or any of the improvements thereon. All contracts, subcontracts, purchase orders, or other Agreements involving the Premises shall provide for the waiver of any lien rights in the Premises and provide that the contracting party agrees to be bound by such provision and include the waiver provision in any sub Agreement.

8. Advertising

User shall not permit any signs, decoration, or advertising matter to be placed either in the interior or upon the exterior of the Premises without having first obtained the approval of the Director of Real Estate and Asset Management ("Director") or his/her designee, which approval may be withheld for any or no reason, at his sole discretion. If approved by Director, all such approved advertisements and signs must comply with County and City Sign Regulations. User must further obtain approval from all governmental authorities having jurisdiction, and must comply with all applicable requirements set forth in the City of Miami Code and Zoning Ordinance.

User shall, at its sole cost and expense, install, provide, maintain such sign, decoration, advertising matter or other things as may be permitted hereunder in good condition and repair at all times. Upon the cancellation of this Agreement, User shall, at its sole cost and expense, remove any sign, decoration, advertising matter or other thing permitted hereunder from the Premises. If any part of the Premises is in any way damaged by the removal of such items, said damage shall be repaired by User at its sole cost and expense. Should User fail to repair any damage caused to the Premises within ten (10) days after receipt of written notice from the City directing the required repairs, the City shall cause the Premises to be repaired at the sole cost and expense of User. User shall pay the City the full cost of such repairs within five (5) days of receipt of an invoice indicating the cost of such required repairs.

9. Representations and Warranties of User

- a. Financially solvent. User warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete the Use and perform all obligations under this Agreement.
- b. Authorization. User has taken all action necessary for the approval and execution of this agreement and has been duly authorized to commit User to all terms and conditions of this Access Agreement which shall constitute the valid and binding obligations of User.

- c. Compliance with laws. User hereby acknowledges that User's strict compliance with all applicable federal, state and local laws, ordinances, public agency permitting requirements and regulatory approvals, and regulations is a condition of this Agreement, and the User shall comply therewith as the same presently exist and as they may be amended hereafter.

10. Discrimination

User shall not discriminate as to race, color, religion, sex, national origin, age, sexual orientation, disability or marital status in connection with its occupancy and/or use of the Premises and improvements thereon.

11. Hazardous Materials.

The User shall, at its sole cost and expense, at all times, and in all respects, comply with all federal, state and local laws, statutes, ordinances and regulations, rules, rulings, policies, orders, administrative actions and administrative orders ("Hazardous Materials Laws"), including, without limitation, any Hazardous Material Laws relating to industrial hygiene, environmental protection or the use, storage, disposal or transportation of any flammable explosives, toxic substances or other hazardous, contaminated or polluting materials, substances or wastes, including, without limitation, any "Hazardous Substances", "Hazardous Wastes", "Hazardous Materials" or "Toxic Substances, under any such laws, ordinances or regulations (collectively "Hazardous Materials"). The User shall, at its sole cost and expense, procure, maintain in effect, and comply with all conditions of any and all permits, Agreements and other governmental and regulatory approvals relating to the presence of Hazardous Materials within, on, under or about the Premises required for the User's use, or storage of, any Hazardous Materials in or about the Premises in conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Upon termination or expiration of this Agreement, the User shall, at its sole cost and expense, cause all Hazardous Materials, including their storage devices, placed in or about the Premises by the User or at the User's direction, to be removed from the Premises and transported for use, storage or disposal in accordance and compliance with all applicable Hazardous Materials Laws. The City acknowledges that it is not the intent of this Article to prohibit the User from operating in the Premises for the uses described in this Agreement. The User may operate according to the custom of the industry so long as the use or presence of Hazardous Materials is strictly and properly monitored according to, and in compliance with, all applicable governmental requirements. The requirements of this Section of the Agreement shall survive the expiration or termination of this Agreement.

12. Security

User acknowledges that at all times during the term of this Access Agreement, it shall maintain security measures appropriate to reasonably protect the Premises, including the staffing of personnel as may be reasonably necessary to safely operate the Premises for the purposes specified in Section 2 above.

13. Insurance Requirements

Prior to User, its agents, employees, representatives, contractors, sub-contractors, consultants or anyone else directly or indirectly employed by any of them entering upon the Premises for the purpose of performing the permitted uses as defined herein, the User shall obtain and maintain or cause to be obtained and maintained throughout the term of this Agreement, the types and amounts of insurance coverage set forth in Exhibit B, attached hereto and made a part hereof, in such reasonable amounts as approved by the City's Risk Management Director protecting the City, against all claims for personal injury, bodily injury, property damage, and regulatory actions by governmental agencies arising out of or related to the activities undertaken by the User

upon the Premises and naming the City as an additional insured. All policies and/or certificates of insurance are subject to review and verification by the City's Risk Management Department prior to insurance approval. The City's Risk Management Department reserves the right to make reasonable changes in the types and amounts of insurance coverage as necessary and shall revise Exhibit B accordingly.

The User shall be responsible for assuring that the insurance certificates required under this Premises remain in full force and effect for the duration of this Agreement, including any extensions hereof. If insurance certificates are scheduled to expire during the term of this Agreement and any extension hereof, User shall be responsible for submitting new or renewed insurance certificates to the City's Risk Management Administrator at a minimum of ten (10) calendar days in advance of such expiration(s). In the event that expired certificates are not replaced with new or renewed certificates which cover the Occupancy and Use Period:

- (i) the City shall suspend this Agreement until such time as the new or renewed certificate(s) are received in acceptable form by the City's Risk Management Director; or
- (ii) the City may, at its sole discretion, terminate the Agreement for cause and seek appropriate remedies in conjunction with the violation of the terms and conditions of this Agreement.

Compliance with the foregoing insurance requirements shall not relieve User of its liabilities and obligations under this Agreement. User shall require as well its construction contractors, subcontractors, and vendors for the Project that come onto the Premises to furnish the User and the City, evidence of the following insurance coverage, unless this requirement is waived in writing by the City Manager. The User's failure to require third parties to procure insurance shall in no way release the User from its obligations and responsibilities as provided. Failure to require third parties to procure insurance required by this Section shall constitute a cause for default of this Agreement.

If it can be determined that any loss or part thereof, shall be the fault of a third party (i.e. a contractor or contractors, visitors to the building or any other person, persons or organizations) except the City, then and in that event, the User may take all necessary actions to cause such third party to pay such costs and the User shall be responsible for the restoration of any and all losses incurred by the third party. In no event shall the City be liable for damage caused to the Premises or Properties by fire or other casualty. If no third party or parties are found liable, or if a third party is found liable but is unable to pay damages, then the costs of such repairs shall be ascribed to the User.

14. Assumption of Risk

User acknowledges and agrees that by Use of the premises, User assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, including but not limited to death. In no event shall the City be liable or responsible for injury, loss or damage to the property, improvements, fixtures and/or equipment belonging to or rented by User, its officers, agents, employees, invitees or patrons occurring in or about the Premises that may be stolen, destroyed, or in any way damaged, including, without limitation, fire, flood, steam, electricity, gas, water, rain, vandalism or theft which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Premises, or from hurricane or any act of God or any act of negligence of any user of the facilities or occupants of the Premises or any person whomsoever whether such damage or injury results from conditions arising upon the Premises or from other sources. The foregoing limitation of liability will not apply where the injury, loss, or damage is the result of gross negligence or willful misconduct on the part of the City.

15. Indemnification & Hold Harmless

The User shall indemnify, hold harmless and defend the City, its officers, employees, agents and servants from and against all claims, damages or losses, including attorney's fees, incurred to the Premises or to anyone on the Premises as a result of the actions or omissions taken by the User or in connection with User's use of the property, any of its agents, employees, contractors, sub-contractors, consultants, or any other third person performing on its behalf.

User hereby voluntarily and knowingly waives any and all claims against the City for personal injury or property damage sustained by the User, its agents, employees, contractors, sub-contractors or consultants arising out of or related to the activities undertaken by the User, its agents, employees, contractors, sub-contractors, or consultants upon the Premises or in connection with the Work and releases the City for any claims in connection therewith. User acknowledges that as lawful consideration for being granted the right to utilize and occupy the Premises, User, on behalf of himself, his agents, invitees and employees, does hereby release from any legal liability, the City, its officers, agents and employees, from any and all claims for injury, death or property damage resulting from User's use of the Premises. The foregoing release will not apply where the injury, death, or property damage is the result of gross negligence or willful misconduct on the part of the City.

16. Attorney's Fees

In the event it becomes necessary for the City to institute legal proceedings to enforce or interpret the indemnification provisions contained herein, User shall pay the City's court costs and attorney's fees through all trial and appellate levels, including the court costs and attorney's fees associated with enforcing the indemnification provisions.

User acknowledges that Florida law provides for mutuality of attorney's fees as a remedy in contract cases and specifically and irrevocably waives its right to collect attorney's fees from the City under applicable laws, including specifically, but not limited to Section 57.105, Florida Statutes. It is the express intent of the parties hereto that in no event will the City be required to pay User's attorney's fees and court costs for any action arising out of this Agreement. In the event that User's waiver under this section is found to be invalid, then User agrees that the City's liability for User's attorney's fees and court costs shall not exceed the sum of \$100.00. In the event that the waiver and limitations contained herein are found to be invalid, or are otherwise not upheld, then the provisions of this Section shall become null and void and each party shall be responsible for its own attorney's fees and costs.

Except in cases specified above, where the City must bring an action to enforce the indemnification provisions contained herein, in which case the City shall be able to recover its reasonable attorney's fees, each party shall bear their own respective attorney's fees.

17. Default by User

In the event User is in default of any of the terms of this Agreement, the City shall have all remedies available to it at law or in equity. If, at the sole and complete discretion of the City Manager, User in any manner violates the restrictions and conditions of this Agreement, then, and in such event, after five (5) calendar days written notice given to User by the City Manager within which to cease such violation or correct such deficiencies, and upon failure of User to do so after such written notice within said five (5) day period, this Agreement shall be automatically canceled without the need for further action by the City.

18. Cancellation

Either NMMA or the City may cancel this Agreement pursuant to the cancellation procedures specified in the Boat Show License Agreement. Neither NMMA nor the City shall have any recourse against the other for a cancellation effectuated pursuant to this Section, as it is understood and agreed that this cancellation is for convenience, without cause and without recourse.

A cancellation of the Boat Show License Agreement will automatically effectuate the cancellation of this Agreement. No party to this Agreement will have any recourse against another due to such cancellation.

19. Surrender of Premises

In event of cancellation, or at the expiration of this Agreement, User shall peacefully surrender the Premises in good condition and repair together with all alterations, fixtures, installation, additions and improvements which may have been made in or attached on or to the Premises. Upon surrender, User shall promptly remove all its personal property, trade fixtures and equipment and User shall repair any damage to the Premises caused thereby. Should User fail to repair any damage caused to the Premises within ten (10) days after receipt of written notice from City directing the required repairs, City shall cause the Premises to be repaired at the sole cost and expense of User. User shall pay to the City the full cost of such repairs within five (5) calendar days of receipt of an invoice indicating the cost of such required repairs. At the City's option, City may require User, at User's sole cost and expense, to restore the Premises to a condition acceptable to the City.

In the event User fails to remove its personal property, equipment and fixtures from the Premises within the time limit set by the notice, said property shall be deemed abandoned and thereupon shall become the sole personal property of the City. The City, at its sole discretion and without liability, may remove and/or dispose of same as the City sees fit, all at User's sole cost and expense.

20. Joint Effect of Agreement

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the City and the User, or to make City jointly liable with User for any obligation arising out of the activities and services contemplated by this Agreement. User's relationship with the City in the performance of this Agreement is that of an independent contractor. All persons performing services which are to be performed by User under this Agreement shall at all times be under User's exclusive direction and control and shall be employees or agents of User and not employees or representatives of the City.

21. Governing law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida regardless of any conflict of law or other rules which would require the application of the laws of another jurisdiction. Venue shall be in Miami- Dade County.

22. Waiver of Jury Trial

The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this Agreement, or arising out of, under or in connection with this Agreement or any amendment or modification of this Agreement, or any other Agreement executed by and between the parties in connection with this Agreement, or any course of conduct, course of dealing, statements (whether

verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement for the City, and User entering into the subject transaction.

23. Non-Assignment

User may not assign or transfer any rights or remedies contained in this Agreement or any portion of any privilege of occupancy and/or use granted by this Agreement.

24. No Waiver

Any failure by the City at any time, or from time to time, to enforce and require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions at any future time and shall not prevent the City from insisting on the strict keeping and performance of such terms or conditions at any later time. No waiver of any right hereunder shall be effective unless otherwise specified in writing and signed by the City.

25. Public Records

User understands that the public shall have access to City contracts and all documents, records and reports maintained by the City which are generated pursuant to this Agreement, in accordance with the provisions of Chapter 119, Florida Statutes, as amended.

26. Notices

All notices or other communications which may be given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered by personal service or by certified mail addressed to the City and the User at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by certified mail, on the fifth (5th) day after being posted or the date of actual receipt, whichever is earlier:

CITY OF MIAMI

City of Miami
Office of the City Manager
444 SW 2 Avenue, 10th Floor
Miami, FL 33130

USER

National Marine Manufacturer's Association
9050 Pines Boulevard
Pembroke Pines, FL 33024
Attn: Cathy Rick-Joule

WITH A COPY TO

City of Miami
Dept. of Real Estate & Asset Management
444 SW 2nd Avenue, Suite 325
Miami, FL 33130

And

City of Miami
Office of the City Attorney
444 SW 2 Avenue, Suite 945
Miami, FL 33130

27. Interpretation

This Agreement is the result of negotiations between the parties and has been typed/printed by one party for the convenience of all parties hereto. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Agreement.

28. Paragraph Headings

Title and paragraph headings are made solely for reference and are not a part of this Agreement.

29. Modification

No amendments or modifications to this Agreement shall be binding on any party hereto unless in writing, signed by both parties and approved by the City Manager. The City Manager is further authorized to make non-substantive amendments to such Agreement, as needed, with terms and conditions more particularly set forth in the Agreement, subject to City Attorney approval.

30. Severability

Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unlawful, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, and the same may be deemed severable by the City, and in such event, the remaining terms and conditions of this Agreement shall remain unmodified and in full force and effect.

It is the express intent of the parties that this Agreement constitutes an Access Agreement and not a lease or sublease. To further this intent, the parties agree as follows: (i) if any provision of this Agreement, or the application thereof to any circumstance, suggest that a lease, rather than an Access Agreement, has been created, then such provision shall be interpreted in the light most favorable to the creation of an Access Agreement and (ii) if any provision of this Agreement, or the application thereof to any circumstance, is determined by a court of competent jurisdiction to have created a lease rather than a Agreement, then such provision shall be stricken and, to the fullest extent possible, the remaining provisions of this Agreement shall not be affected thereby and shall continue to operate and remain in full force and effect.

31. Entire Agreement

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement or otherwise referenced and incorporated herein, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. This agreement shall serve as an exhibit to the Boat Show License Agreement incorporated herein, and shall serve to supplement the terms contained therein. In the event of any conflict, the terms of the Boat Show License Agreement shall govern.

Each party has caused this Agreement to be executed by its duly authorized representatives.

CITY OF MIAMI, a municipal corporation

By: _____
Daniel J. Alfonso, City Manager

ATTEST:

Todd B. Hannon, City Clerk

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

Victoria Méndez
City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Ann-Marie Sharpe
Risk Management Director

USER: NATIONAL MARINE MANUFACTURER'S ASSOCIATION, INC.

Attest:

Signature of President

Signature of Secretary

Printed Name

Printed Name

EXHIBIT A

3801 Rickenbacker Causeway Miami, FL 33149

**(A/K/A Arthur Lamb Jr. Road and adjacent areas indicated
subject to existing Leases, Licenses, and any other City Agreements)**



*Sizes and demarcation lines are approximate and subject to a formal survey

EXHIBIT B

**INSURANCE REQUIREMENTS
ARTHUR LAMB ROAD JR ACCESS AGREEMENT**

I. Commercial General Liability (Primary and Non Contributory)

- A. Limits of Liability
- | | |
|---|-------------|
| Bodily Injury and Property Damage Liability | |
| Each Occurrence | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 |
| Products/Completed Operations | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
- B. Endorsements Required
- City of Miami listed as an additional insured
Virginia Key Beach Park Trust listed as an additional insured
Contingent Liability & Contractual
Premises/Operations Liability

II. Business Automobile Liability

- A. Limits of Liability
- | | |
|--|--------------|
| Bodily Injury and Property Damage Liability | |
| Combined Single Limit | |
| Any Auto, Owned, or Scheduled Autos | |
| Including Hired, Borrowed or Non-Owned Autos | |
| Any One Accident | \$ 1,000,000 |
- B. Endorsements Required
- City of Miami listed as an additional insured
Virginia Key Beach Park Trust listed as additional insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

IV. Employer's Liability

- A. Limits of Liability
- | |
|---|
| \$1,000,000 for bodily injury caused by an accident, each accident. |
| \$1,000,000 for bodily injury caused by disease, each employee |
| \$1,000,000 for bodily injury caused by disease, policy limit |

V. **Umbrella Policy (Excess Follow Form including liquor)**

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$ 10,000,000
Aggregate	\$ 10,000,000

City of Miami listed as an additional insured
Virginia Key Beach Park Trust listed as an additional insured
Excess Follow Form over all applicable liability policies herein contained

VI. **Marine Operator's Legal Liability and
Protection and Indemnity Liability** \$1,000,000

City of Miami and Virginia Key Beach Park Trust listed as an additional insured

VII. **Excess Marine Operators Legal Liability and
Protection and Indemnity**

Each Occurrence/Policy Aggregate	\$10,000,000
City of Miami listed as an additional insured	
Virginia Key Beach Park Trust listed as an additional insured	

VIII. **Liquor Liability** \$1,000,000

IX. **Hull and Machinery** per declared value

The above policies shall provide the City of Miami with written notice of cancellation in accordance with policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

The City reserves the right to request copies of all insurance policies associated with this agreement, including, but not limited to all policy endorsements, and any and all coverage information.

HISTORIC VIRGINIA KEY BEACH PARK
ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("Agreement"), by and between the CITY OF MIAMI ("City"), the VIRGINIA KEY BEACH PARK TRUST ("Trust"), and the NATIONAL MARINE MANUFACTURER'S ASSOCIATION, INC. ("NMMA") or ("User") either of which may be used interchangeably, is effective as of the date this agreement is fully executed by all named parties ("Effective Date"), and is entered into as follows:

Recitals

Whereas, the City is the owner of real property along Rickenbacker Causeway and Virginia Key,

Whereas, the NMMA desires to utilize certain City-owned real property in order to present to the public and operate the Miami International Boat Show ("Boat Show").

Whereas, the City and NMMA have entered into a Revocable License Agreement in order to allow NMMA to host and operate the Boat Show ("Boat Show License Agreement"), the terms of which are hereby incorporated by reference as if fully set forth herein.

Whereas, the Trust manages the historic portions of the Virginia Key Beach Park and hereby approves NMMA's access onto the property specified below, subject to the conditions contained herein.

Whereas, the City, the Trust, and NMMA have entered into this Agreement to allow NMMA to utilize the property specified below in furtherance of its operation of the Boat Show.

Now therefore, for and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. **Grant of Access**

The City and the Trust grant to NMMA, its successors, employees, agents, contractors and invitees (collectively "User"), temporary access rights, subject to the conditions and limitations contained herein and solely for the purpose and term stated below, to use certain City-owned property generally located at 4020 Virginia Beach Drive, Miami, FL 33149 ("Premises"), and more specifically described in Exhibit A, attached hereto.

2. **Purpose & Duration of Access**

User is hereby authorized to utilize the Premises, as shown in Exhibit A, for the purpose of providing shuttle services over, across, and through the premises, and parking for an estimated one thousand four hundred (1,400) vehicles, and for other ancillary uses, during the Boat Show. User will be authorized to use the Premises in the manner specified for a term that shall include the five (5) days allocated for the Boat Show, from February 11, 2016 to February 15, 2016.

3. **Non-Exclusive**

User's right of access to the Premises is not exclusive, and User shall not materially interfere with the permitted uses or activities on the Premises unless specifically authorized to do so by the terms of this Agreement. The City, the Trust, and their respective successors, agents, assigns and grantees, shall have the right to use the Premises for all purposes as are permitted by federal,

state, and local statutes, laws, ordinances, codes, regulations and rules, or as determined by the City or the Trust, so long as such use does not interfere with User's rights hereunder.

4. Access/Use Fee

User agrees to pay a fee for the User's use of the Premises ("Use Fee") to the City as specified in and subject to the terms of the Boat Show License Agreement, which is incorporated herein by reference. Notwithstanding the above, the parties acknowledge that NMMA will pay the City fifty percent (50%) of profits obtained as a result of the Boat Show per the Boat Show License Agreement between NMMA and the City.

City and Trust agree to allocate the net profits received by City, after all applicable costs and expenses, including but not limited to expenses incurred for fire safety, police, EMA, and traffic control, that are specifically obtained from and pertaining to Boat Show parking on the subject Premises, as permitted by the terms of this Agreement, in the following manner: fifty/fifty (50%/50%) split whereby the Trust shall receive fifty percent, and the City shall receive an equal fifty percent.

5. Condition, Maintenance, & Restoration

User accept the Premises "As Is", in its present condition and state of repair and without any representation by or on behalf of the City or Trust, and agrees that the City and the Trust shall not, under any circumstance, be liable for any latent, patent or other defects in the Premises. During its use of the Premises, User, at its sole cost, shall maintain the Premises in good order and repair at all times and in an attractive, clean, safe and sanitary condition and shall suffer no waste or injury thereto. User shall be responsible for all repairs to the Premises required or caused by User's use of any part thereof.

User agrees to restore the Premises to the condition it was prior to the Boat Show having taken place, including, but not limited to, providing repairs for structural, mechanical, electrical, or other damage to the Premises or any improvements or personal property thereon, excluding any damage caused by ordinary wear and tear typical in the operation of a parking facility. Such ordinary wear and tear shall be defined as the unavoidable deterioration of the area and improvements that result from the uses permitted herein, and shall not include deterioration that results from User's negligence, carelessness, accident or abuse of the premises, or from User's noncompliance with the terms of this agreement.

User agrees to make all changes necessary to the Premises at User's sole cost and expense in order to comply with all City, County, State and Federal requirements for User's use or occupancy thereof. Additionally, User agrees to maintain the Premises at its own cost and expense in accordance and in compliance with the terms and conditions specified in Exhibit B, attached hereto and made a part hereof.

6. Costs, Expenses & Fees

Notwithstanding any other term or provision herein it is expressly understood and agreed by User that neither the City nor the Trust is responsible, liable, or otherwise answerable to pay any fee, charge, cost, expense, reimbursement or other monetary compensation to User, its agents, representatives, employees or contractors for their work or their services under this Agreement.

User shall pay any and all impositions, levies, charges, fees, or assessments imposed upon the Premises as a result of User's use of the Premises. In the event User appeals a fee, User shall immediately notify City and Trust of its intention to appeal said fee and shall furnish and keep in effect a surety bond of a responsible and substantial surety company reasonably acceptable to City

in an amount sufficient to pay one hundred percent of the contested fee together with all interest, costs and expenses, including reasonable attorneys' fees, expected to be incurred.

7. Violations, Liens & Security Interest.

User, at its sole expense and with due diligence and dispatch, shall secure the cancellation, discharge, or bond off, in the manner permitted by law, all notices of violations arising from, or otherwise in connected with, User's use, occupancy, or operations in or on the Premises which shall be issued by any public authority having or asserting jurisdiction. User shall promptly pay its contractors, subcontractors, and material-men for all work and labor done at User's request. Should any lien, claim, or encumbrance be asserted or filed, User shall bond against or discharge the same regardless of validity, within ten (10) calendar days of User's receipt of notice of the filing of said lien, claim, or encumbrance. In the event User fails to remove or bond against said lien or claim in the full amount stated, the City without obligation to do so, may bond, settle, or otherwise remove such lien or claim and User shall pay the City upon demand any amounts paid out by City to extinguish such claim or lien, including City's costs, expenses, and reasonable attorneys' fees.

User further agrees to hold the City and Trust harmless from and to indemnify the City and Trust against any and all claims, demands and expenses of any contractor, subcontractor, material person, laborer or any other third person with whom User has contracted or otherwise is found liable, in respect to the Premises. Nothing contained in this Agreement shall be deemed, construed or interpreted to imply any consent or Agreement on the part of City or Trust to subject the City's or Trust's interest or estate to any liability under any mechanic's or other lien asserted by any contractor, subcontractor, material person or supplier against any part of the Premises or any of the improvements thereon. All contracts, subcontracts, purchase orders, or other Agreements involving the Premises shall provide for the waiver of any lien rights in the Premises and provide that the contracting party agrees to be bound by such provision and include the waiver provision in any sub Agreement.

8. Advertising

User shall not permit any signs, decoration, or advertising matter to be placed either in the interior or upon the exterior of the Premises without having first obtained the approval of the Director of Real Estate and Asset Management ("Director") or his/her designee and of the Executive Director of the Trust, which approval may be withheld for any or no reason, at their sole discretion. If approved, all such approved advertisements and signs must comply with County and City Sign Regulations. User must further obtain approval from all governmental authorities having jurisdiction, and must comply with all applicable requirements set forth in the City of Miami Code and Zoning Ordinance.

User shall, at its sole cost and expense, install, provide, maintain such sign, decoration, advertising matter or other things as may be permitted hereunder in good condition and repair at all times. Upon the cancellation of this Agreement, User shall, at its sole cost and expense, remove any sign, decoration, advertising matter or other thing permitted hereunder from the Premises. If any part of the Premises is in any way damaged by the removal of such items, said damage shall be repaired by User at its sole cost and expense. Should User fail to repair any damage caused to the Premises within ten (10) days after receipt of written notice from the City and/or Trust directing the required repairs, the City and/or Trust shall cause the Premises to be repaired at the sole cost and expense of User. User shall pay the City and/or Trust the full cost of such repairs within five (5) days of receipt of an invoice indicating the cost of such required repairs.

9. Representations and Warranties of User

- a. Financially solvent. User warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete the Use and perform all obligations under this Agreement.
- b. Authorization. User has taken all action necessary for the approval and execution of this agreement and has been duly authorized to commit User to all terms and conditions of this Access Agreement which shall constitute the valid and binding obligations of User.
- c. Compliance with laws. User hereby acknowledges that User's strict compliance with all applicable federal, state and local laws, ordinances, public agency permitting requirements and regulatory approvals, and regulations is a condition of this Agreement, and the User shall comply therewith as the same presently exist and as they may be amended hereafter.

10. Discrimination

User shall not discriminate as to race, color, religion, sex, national origin, age, sexual orientation, disability or marital status in connection with its occupancy and/or use of the Premises and improvements thereon.

11. Hazardous Materials.

The User shall, at its sole cost and expense, at all times, and in all respects, comply with all federal, state and local laws, statutes, ordinances and regulations, rules, rulings, policies, orders, administrative actions and administrative orders ("Hazardous Materials Laws"), including, without limitation, any Hazardous Material Laws relating to industrial hygiene, environmental protection or the use, storage, disposal or transportation of any flammable explosives, toxic substances or other hazardous, contaminated or polluting materials, substances or wastes, including, without limitation, any "Hazardous Substances", "Hazardous Wastes", "Hazardous Materials" or "Toxic Substances, under any such laws, ordinances or regulations (collectively "Hazardous Materials"). The User shall, at its sole cost and expense, procure, maintain in effect, and comply with all conditions of any and all permits, Agreements and other governmental and regulatory approvals relating to the presence of Hazardous Materials within, on, under or about the Premises required for the User's use, or storage of, any Hazardous Materials in or about the Premises in conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Upon termination or expiration of this Agreement, the User shall, at its sole cost and expense, cause all Hazardous Materials, including their storage devices, placed in or about the Premises by the User or at the User's direction, to be removed from the Premises and transported for use, storage or disposal in accordance and compliance with all applicable Hazardous Materials Laws. The City and Trust acknowledge that it is not the intent of this Article to prohibit the User from operating in the Premises for the uses described in this Agreement. The User may operate according to the custom of the industry so long as the use or presence of Hazardous Materials is strictly and properly monitored according to, and in compliance with, all applicable governmental requirements. The requirements of this Section of the Agreement shall survive the expiration or termination of this Agreement.

12. Security

User acknowledges that at all times during the term of this Access Agreement, it shall maintain security measures appropriate to reasonably protect the Premises, including the staffing of personnel as may be reasonably necessary to safely operate the Premises for the purposes specified in Section 2 above.

13. Insurance Requirements

Prior to User, its agents, employees, representatives, contractors, sub-contractors, consultants or anyone else directly or indirectly employed by any of them entering upon the Premises for the purpose of performing the permitted uses as defined herein, the User shall obtain and maintain or cause to be obtained and maintained throughout the term of this Agreement, the types and amounts of insurance coverage set forth in Exhibit B, attached hereto and made a part hereof, in such reasonable amounts as approved by the City's Risk Management Director protecting the City and Trust, against all claims for personal injury, bodily injury, property damage, and regulatory actions by governmental agencies arising out of or related to the activities undertaken by the User upon the Premises and naming the City and the Trust as additional insureds. All policies and/or certificates of insurance are subject to review and verification by the City's Risk Management Department prior to insurance approval. The City's Risk Management Department reserves the right to make reasonable changes in the types and amounts of insurance coverage as necessary and shall revise Exhibit B accordingly.

The User shall be responsible for assuring that the insurance certificates required under this Premises remain in full force and effect for the duration of this Agreement, including any extensions hereof. If insurance certificates are scheduled to expire during the term of this Agreement and any extension hereof, User shall be responsible for submitting new or renewed insurance certificates to the City's Risk Management Administrator at a minimum of ten (10) calendar days in advance of such expiration(s). In the event that expired certificates are not replaced with new or renewed certificates which cover the Occupancy and Use Period:

- (i) the City shall suspend this Agreement until such time as the new or renewed certificate(s) are received in acceptable form by the City's Risk Management Director; or
- (ii) the City may, at its sole discretion, terminate the Agreement for cause and seek appropriate remedies in conjunction with the violation of the terms and conditions of this Agreement.

Compliance with the foregoing insurance requirements shall not relieve User of its liabilities and obligations under this Agreement. User shall require as well its construction contractors, subcontractors, and vendors for the Project that come onto the Premises to furnish the User and the City, evidence of the following insurance coverage, unless this requirement is waived in writing by the City Manager. The User's failure to require third parties to procure insurance shall in no way release the User from its obligations and responsibilities as provided. Failure to require third parties to procure insurance required by this Section shall constitute a cause for default of this Agreement.

If it can be determined that any loss or part thereof, shall be the fault of a third party (i.e. a contractor or contractors, visitors to the building or any other person, persons or organizations) except the City, then and in that event, the User may take all necessary actions to cause such third party to pay such costs and the User shall be responsible for the restoration of any and all losses incurred by the third party. In no event shall the City or Trust be liable for damage caused to the Premises or Properties by fire or other casualty. If no third party or parties are found liable, or if a third party is found liable but is unable to pay damages, then the costs of such repairs shall be ascribed to the User.

14. Assumption of Risk

User acknowledges and agrees that by Use of the premises, User assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, including but not limited to death. In no event shall the City or Trust be liable or responsible for injury, loss or damage to the property, improvements, fixtures and/or equipment belonging to or rented by User, its officers, agents, employees, invitees or patrons occurring in or

about the Premises that may be stolen, destroyed, or in any way damaged, including, without limitation, fire, flood, steam, electricity, gas, water, rain, vandalism or theft which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Premises, or from hurricane or any act of God or any act of negligence of any user of the facilities or occupants of the Premises or any person whomsoever whether such damage or injury results from conditions arising upon the Premises or from other sources. The foregoing limitation of liability will not apply where the injury, loss, or damage is the result of gross negligence or willful misconduct on the part of the City or the Trust.

15. Indemnification & Hold Harmless

The User shall indemnify, hold harmless and defend the City, Trust, and their respective officers, employees, agents and servants from and against all claims, damages or losses, including attorney's fees, incurred to the Premises or to anyone on the Premises as a result of the actions or omissions taken by the User or in connection with User's use of the property, any of its agents, employees, contractors, sub-contractors, consultants, or any other third person performing on its behalf.

User hereby voluntarily and knowingly waives any and all claims against the City and Trust for personal injury or property damage sustained by the User, its agents, employees, contractors, sub-contractors or consultants arising out of or related to the activities undertaken by the User, its agents, employees, contractors, sub-contractors, or consultants upon the Premises or in connection with the Work and releases the City and Trust for any claims in connection therewith. User acknowledges that as lawful consideration for being granted the right to utilize and occupy the Premises, User, on behalf of himself, his agents, invitees and employees, does hereby release from any legal liability the City, the Trust, and their respective officers, agents and employees, from any and all claims for injury, death or property damage resulting from User's use of the Premises. The foregoing release will not apply where the injury, death, or property damage is the result of gross negligence or willful misconduct on the part of the City or the Trust.

16. Attorney's Fees

In the event it becomes necessary for the City and/or Trust to institute legal proceedings to enforce or interpret the indemnification provisions contained herein, User shall pay the City's and/or Trust's court costs and attorney's fees through all trial and appellate levels, including the court costs and attorney's fees associated with enforcing the indemnification provisions.

User acknowledges that Florida law provides for mutuality of attorney's fees as a remedy in contract cases and specifically and irrevocably waives its right to collect attorney's fees from the City and Trust under applicable laws, including specifically, but not limited to Section 57.105, Florida Statutes. It is the express intent of the parties hereto that in no event will the City or Trust be required to pay User's attorney's fees and court costs for any action arising out of this Agreement. In the event that User's waiver under this section is found to be invalid, then User agrees that the City's and Trust's liability for User's attorney's fees and court costs shall not exceed the sum of \$100.00. In the event that the waiver and limitations contained herein are found to be invalid, or are otherwise not upheld, then the provisions of this Section shall become null and void and each party shall be responsible for its own attorney's fees and costs.

Except in cases specified above, where the City must bring an action to enforce the indemnification provisions contained herein, in which case the City and/or Trust shall be able to recover its reasonable attorney's fees, each party shall bear their own respective attorney's fees.

17. Default by User

In the event User is in default of any of the terms of this Agreement, the City and Trust shall have all remedies available to it at law or in equity. If, at the sole and complete discretion of the City Manager and the Executive Director of Trust, User in any manner violates the restrictions and conditions of this Agreement, then, and in such event, after five (5) calendar days written notice given to User by the City Manager and Trust within which to cease such violation or correct such deficiencies, and upon failure of User to do so after such written notice within said five (5) day period, this Agreement shall be automatically canceled without the need for further action by the City.

18. Cancellation

Either NMMA or the City may cancel this Agreement pursuant to the cancellation procedures specified in the Boat Show License Agreement. Neither NMMA nor the City shall have any recourse against the other for a cancellation effectuated pursuant to this Section, as it is understood and agreed that this cancellation is for convenience, without cause and without recourse.

A cancellation of the Boat Show License Agreement will automatically effectuate the cancellation of this Agreement. No party to this Agreement will have any recourse against another due to such cancellation.

19. Surrender of Premises

In event of cancellation, or at the expiration of this Agreement, User shall peacefully surrender the Premises in good condition and repair together with all alterations, fixtures, installation, additions and improvements which may have been made in or attached on or to the Premises. Upon surrender, User shall promptly remove all its personal property, trade fixtures and equipment and User shall repair any damage to the Premises caused thereby. Should User fail to repair any damage caused to the Premises within ten (10) days after receipt of written notice from City and/or Trust directing the required repairs, City and/or Trust shall cause the Premises to be repaired at the sole cost and expense of User. User shall pay to the City and/or Trust the full cost of such repairs within five (5) calendar days of receipt of an invoice indicating the cost of such required repairs. At the City's option, City may require User, at User's sole cost and expense, to restore the Premises to a condition acceptable to the City and/or Trust.

In the event User fails to remove its personal property, equipment and fixtures from the Premises within the 10-day time limit set by the notice, said property shall be deemed abandoned and thereupon shall become the sole personal property of the City and Trust. The City and/or Trust, at their sole discretion and without liability, may remove and/or dispose of same as the City or Trust see fit, all at User's sole cost and expense.

20. Joint Effect of Agreement

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the City or the Trust and the User, or to make the City or the Trust jointly liable with User for any obligation arising out of the activities and services contemplated by this Agreement. User's relationship with the City and Trust in the performance of this Agreement is that of an independent contractor. All persons performing services which are to be performed by User under this Agreement shall at all times be under User's exclusive direction and control and shall be employees or agents of User and not employees or representatives of the City or the Trust.

21. Governing law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida regardless of any conflict of law or other rules which would require the application of the laws of another jurisdiction. Venue shall be in Miami- Dade County.

22. Waiver of Jury Trial

The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this Agreement, or arising out of, under or in connection with this Agreement or any amendment or modification of this Agreement, or any other Agreement executed by and between the parties in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement for the City, Trust, and User for entering into the subject transaction.

23. Non-Assignment

User may not assign or transfer any rights or remedies contained in this Agreement or any portion of any privilege of occupancy and/or use granted by this Agreement.

24. No Waiver

Any failure by the City or by Trust, at any time, or from time to time, to enforce and require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions at any future time and shall not prevent the City or Trust from insisting on the strict keeping and performance of such terms or conditions at any later time. No waiver of any right hereunder shall be effective unless otherwise specified in writing and signed by the City.

25. Public Records

User understands that the public shall have access to City contracts and all documents, records and reports maintained by the City which are generated pursuant to this Agreement, in accordance with the provisions of Chapter 119, Florida Statutes, as amended.

26. Notices

All notices or other communications which may be given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered by personal service or by certified mail addressed to the City, the Trust, and the User at the addresses indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by certified mail, on the fifth (5th) day after being posted or the date of actual receipt, whichever is earlier;

CITY OF MIAMI

City of Miami
Office of the City Manager
444 SW 2 Avenue, 10th Floor
Miami, FL 33130

USER

National Marine Manufacturer's Association
9050 Pines Boulevard
Pembroke Pines, FL 33024
Attention: Cathy Rick-Joule

WITH A COPY TO

City of Miami

Dept. of Real Estate & Asset Management
444 SW 2nd Avenue, Suite 325
Miami, FL 33130

Historic Virginia Key Beach Park Trust
4020 Virginia Beach Drive
Virginia Key, FL 33149

And

And

City of Miami
Office of the City Attorney
444 SW 2 Avenue, Suite 945
Miami, FL 33130

City of Miami
Department of Parks & Recreation
444 SW 2 Avenue, 8th Floor
Miami, FL 33130

27. Interpretation

This Agreement is the result of negotiations between the parties and has been typed/printed by one party for the convenience of all parties hereto. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Agreement.

28. Paragraph Headings

Title and paragraph headings are made solely for reference and are not a part of this Agreement.

29. Modification

No amendments or modifications to this Agreement shall be binding on any party hereto unless in writing, signed by all parties and approved by the City Manager and the Executive Director of the Trust. The City Manager and Executive Director of the Trust are further authorized to make non-substantive amendments to such Agreement, as needed, with terms and conditions more particularly set forth in the Agreement, subject to City Attorney approval.

30. Severability

Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unlawful, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, and the same may be deemed severable by the City and/or Trust, and in such event, the remaining terms and conditions of this Agreement shall remain unmodified and in full force and effect.

It is the express intent of the parties that this Agreement constitutes an Access Agreement and not a lease or sublease. To further this intent, the parties agree as follows: (i) if any provision of this Agreement, or the application thereof to any circumstance, suggest that a lease, rather than an Access Agreement, has been created, then such provision shall be interpreted in the light most favorable to the creation of an Access Agreement and (ii) if any provision of this Agreement, or the application thereof to any circumstance, is determined by a court of competent jurisdiction to have created a lease rather than a Agreement, then such provision shall be stricken and, to the fullest extent possible, the remaining provisions of this Agreement shall not be affected thereby and shall continue to operate and remain in full force and effect.

31. Entire Agreement

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement or otherwise referenced and incorporated herein, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. This agreement shall serve as an exhibit to the Boat Show License Agreement incorporated herein, and shall serve to supplement the terms contained therein. In the event of any conflict, the terms of the Boat Show License Agreement shall govern.

[Signatures on Following Page]

Each party has caused this Agreement to be executed by its duly authorized representatives.

CITY OF MIAMI, a municipal corporation

Daniel J. Alfonso
City Manager

ATTEST:

Todd B. Hannon, City Clerk

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

Victoria Méndez
City Attorney

Ann-Marie Sharpe
Risk Management Director

CONSENT OF THE VIRGINIA KEY BEACH PARK TRUST

The undersigned hereby consents to and approves all the terms and conditions of the foregoing Agreement as of this _____ day of _____, 2015.

Guy Forchion
Executive Director

USER: NATIONAL MARINE MANUFACTURER'S ASSOCIATION, INC.

Attest:

Signature of President

Signature of Secretary

Printed Name

Printed Name

EXHIBIT A

4000 Virginia Beach Drive, Miami, FL 33149

(a/k/a Virginia Beach Park)



*Sizes and demarcation lines are approximate and subject to a formal survey

**Areas indicated in red are included; areas indicated in yellow may also be included upon request and approval from the City Manager, Executive Director of the Trust, or the Director of the City of Miami Department of Real Estate and Asset Management.

EXHIBIT B

**INSURANCE REQUIREMENTS
HISTORIC VIRGINIA KEY PARK ACCESS AGREEMENT**

I. Commercial General Liability (Primary and Non Contributory)

- A. Limits of Liability
- | | |
|---|-------------|
| Bodily Injury and Property Damage Liability | |
| Each Occurrence | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 |
| Products/Completed Operations | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
- B. Endorsements Required
- City of Miami listed as an additional insured
Virginia Key Beach Park Trust listed as an additional insured
Contingent Liability & Contractual
Premises/Operations Liability

II. Business Automobile Liability

- A. Limits of Liability
- | | |
|--|--------------|
| Bodily Injury and Property Damage Liability | |
| Combined Single Limit | |
| Any Auto, Owned, or Scheduled Autos | |
| Including Hired, Borrowed or Non-Owned Autos | |
| Any One Accident | \$ 1,000,000 |
- B. Endorsements Required
- City of Miami listed as an additional insured
Virginia Key Beach Park Trust listed as additional insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

IV. Employer's Liability

- A. Limits of Liability
- | |
|---|
| \$1,000,000 for bodily injury caused by an accident, each accident. |
| \$1,000,000 for bodily injury caused by disease, each employee |
| \$1,000,000 for bodily injury caused by disease, policy limit |

V. **Umbrella Policy (Excess Follow Form including liquor)**

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$ 10,000,000
Aggregate	\$ 10,000,000

City of Miami listed as an additional insured
Virginia Key Beach Park Trust listed as an additional insured
Excess Follow Form over all applicable liability policies herein contained

VI. **Marine Operator's Legal Liability and
Protection and Indemnity Liability**

\$1,000,000

City of Miami and Virginia Key Beach Park Trust listed as an additional insured

VII. **Excess Marine Operators Legal Liability and
Protection and Indemnity**

Each Occurrence/Policy Aggregate	\$10,000,000
----------------------------------	--------------

City of Miami listed as an additional insured
Virginia Key Beach Park Trust listed as an additional insured

VIII. **Liquor Liability**

\$1,000,000

IX. **Hull and Machinery**

per declared value

The above policies shall provide the City of Miami with written notice of cancellation in accordance with policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

The City and Trust reserve the right to request copies of all insurance policies associated with this agreement, including, but not limited to all policy endorsements, and any and all coverage information.